LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, APRIL 27, 2026

REGULAR MEETING – 7:00 PM

CLOSED SESSION - 6:40 PM
MEETING PARTICIPATION INFORMATION CAN BE FOUND AT THE END OF THE AGENDA

CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBER
1016 S. LIVERMORE AVENUE

CITY OF LIVERMORE YOUTUBE CHANNEL:
https://www.youtube.com/c/CityofLivermoreCalifornia

TV29:
Comcast TV Channel 29
tv29live.org

John P Marchand, Mayor
Kristie Wang, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Steven Dunbar, Council Member

1. CLOSED SESSION - 6:40 PM

- Roll Call
- Opportunity for the the Public to Address City Council Regarding Closed Session Items
- Adjourn to Closed Session

Note: This Closed Session may be continued to the end of the Regular Meeting.

1.1 Conference with Real Property Negotiators. To meet with Andy Ross, Principal Planner, and Kam Purewal, Associate Planner, the City's negotiators pursuant to Government Code Section 54956.8 regarding the sale and purchase of real property at Assessor Parcel Nos. 099B630000301, 099A178500114, 099B565000104, 099B630000302, 099B630000303, 099B650000201, 099A178000105, and 099B642500204. The City's negotiators may negotiate with Matthew Ford, Esq. on behalf of the 2000 Corbett Family Trust and the Corbett Family Limited Partnership. The instructions will concern price and terms of payment.

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Evan Branning
Council Member Steven Dunbar
Vice Mayor Kristie Wang
Mayor John Marchand

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation recognizing California Water Service Group's Centennial Celebration presented to John Freeman and Robert Seeley.

Recommendation:
Staff recommends City Council recognize the California Water Service Group's Centennial Celebration.
Staff Report
Attachments:
1. Proclamation

3.2 Proclamation declaring May as Livermore Valley Wine Month presented to the Executive Director of the Livermore Valley Wine Foundation Brandi Lombardi.

Recommendation:
Staff recommends City Council declare the month of May as Livermore Valley Wine Month.
Staff Report
Attachments:
1. Proclamation

4. ADVISORY BODY APPOINTMENTS

4.1 Confirm Advisory Body appointments to the Historic Preservation Commission, Library Board of Trustees, and the Livermore Housing Authority Board of Commissioners, and direct the City Clerk to administer the oath of office.

Recommendation:
The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Historic Preservation Commission, Library Board of Trustees, and the Livermore Housing Authority Board of Commissioners, and direct the City Clerk to administer the oath of office.

Staff Report

5. OPEN FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.
- To provide public comment in person, please submit a speaker card. When your name is called, walk to the lectern to address City Council.
- Comments are limited to a maximum of 3 minutes per person, per item. The Mayor may reduce the amount of time based on the number of persons wishing to speak.
- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

6. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card found at the entrance of the Council Chambers. A speaker is limited to a single comment with a maximum of three minutes for the entire Consent Calendar. If Consent Calendar items are pulled for discussion by the City Council, a speaker will be allowed one comment per item on the items pulled for discussion and a separate comment for the remaining Consent Calendar.

6.1 **Adopt an ordinance** amending Section 2.04.030 Compensation Limits for the Mayor and City Council Members of the Livermore Municipal Code to adjust the monthly compensation for the Mayor and City Council Members consistent with Measure W.

Recommendation:
Staff recommends City Council adopt an ordinance amending Section 2.04.030 Compensation Limits for the Mayor and City Council Members of the Livermore Municipal Code to adjust the monthly compensation for the Mayor and City Council Members consistent with Measure W.
Staff Report
Attachments:
1. Ordinance

6.2 Resolution awarding a construction contract with Bockmon & Woody Electric Company, Inc. in an amount not-to-exceed $2,234,030, for WRP SCADA Server & Network Upgrade Project WW202129.

Recommendation:
Staff recommends the City Council adopt a resolution for the WRP SCADA Server & Network Upgrade Project WW202129:

1. Awarding and authorizing the City Manager to execute a construction contract with Bockmon & Woody Electric Company, Inc., in an amount not-to-exceed $2,234,030, pursuant to Livermore Municipal Code Section 2.68.570 (C); and
2. Rejecting all other bids or proposals.

Staff Report
Attachments:
1. Project Location
2. Resolution
3. Exhibit A - Contract with Bockmon & Woody

6.3 Resolution authorizing the execution of a First Amendment to Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants between the City of Livermore and Pac Avenue, L.P.

Recommendation:
Staff recommends the City Council authorize the City Manager, or her designee, to execute a First Amendment to Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants between the City of Livermore and Pac Avenue, L.P.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - First Amendment

6.4 Resolution adopting an updated policy for distribution of Tickets, Passes, and Gifts.

Recommendation:
Staff recommends the City Council adopt a resolution approving an updated Policy for Distribution of Tickets, Passes, and Gifts to replace the policy previously adopted by Resolution No. 2010-056.
Staff Report
Attachments:
1. 2010 Resolution and Policy
2. Resolution
3. Exhibit A - Policy and Forms

6.5 Resolution authorizing the execution of an agreement with RingCentral, Inc. for a five-year term for Unified Communications Services (RingEX) in an amount not-to-exceed $750,000

Recommendation:
Staff recommends the City Council adopt a resolution authorizing an agreement with RingCentral, Inc. for unified communications services (RingEX) for a five-year term, in an

amount not-to-exceed $750,000.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - RingCentral Initial Order Form

6.6 Resolution authorizing the City Manager to sign the second amendment to the Emergency Medical Services First Responder Advanced Life Support (FRALS) Agreement between the City and the County of Alameda.

Recommendation:

Adopt a resolution authorizing the City Manager to sign the second amendment to the EMS FRALS Agreement.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Second Amendment

6.7 Adopt a Resolution authorizing the City Manager to execute a Contract Change Order for the Livermore-Pleasanton Fire Department Joint Powers Authority with L.N. Curtis & Sons for an amount not-to-exceed $600,000

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager, on behalf of LPFD in her capacity as a Joint Executive Director for LPFD, to execute a blanket contract change order with L.N. Curtis & Sons in an amount not-to-exceed $600,000 for the purchase of materials and supplies in support of daily operations and fire academy operations for the Livermore-Pleasanton Fire Department Joint Powers Authority (LPFD) for Fiscal Year 2025-26.

Staff Report

Attachments:

1. Resolution
2. Exhibit A

7. PUBLIC HEARINGS

7.1 Hearing to receive and consider protests and direct staff to proceed with fieldwork on the abatement of weeds, rubbish, dirt, or refuse on specific described properties under the 2026 Weed Abatement Program.

Recommendation:

Staff recommends City Council consider all protests, and if the City Council finds it appropriate, adopt a resolution overruling protests, and direct staff to proceed with necessary weed abatement on all parcels requiring abatement.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - List of Parcels & Property Owners

7.2 Public Hearing to receive information regarding the City's job vacancies, recruitment, and retention efforts in accordance with Assembly Bill 2561, as required by Government Code section 3502.3.

Recommendation:
Staff recommends that the City Council receive the presentation only for information purposes during the public hearing at which staff will report on the City's job vacancies, recruitment, and retention efforts as required by AB 2561.

Staff Report

8. MATTERS FOR CONSIDERATION

8.1 Public comment on the renewal of the Livermore Valley Wine Heritage District.

Recommendation:
Staff recommends that the City Council receive public comment regarding the proposed renewal of the Livermore Valley Wine Heritage District. No City Council action is required.
Staff Report
Attachments:
1. Intent to Renew Staff Report
2. Resolution of Intent to Renew
3. Written Protest
4. Public Comment

8.2 Resolution approving an amendment to the City Attorney's contract.

Recommendation:
City Council recommends the City Council adopt a resolution approving an amendment to the City Attorney's employment contract.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - City Attorney Amended Contract

9. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, AND COUNCIL MEMBERS

10. ADJOURNMENT

To a Regular City Council meeting on Monday, May 11, 2026 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

11. SUPPLEMENTAL MATERIALS

11.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:

1. Supplemental Materials

12. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

You can participate in the meeting in a number of ways:

Open Forum is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of that item. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

Public Hearings - The topic of the hearing is typically summarized by staff, followed by a presentation by the applicant, and questions from the City Council. The Mayor will then open the hearing to the public and offer an opportunity for public comments. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of the presentation of the item.

Other Agenda Items are also open for public input including Advisory Body Appointments, Consent Calendar, or Matters for Consideration items. These comments are also subject to the 3-minute limit. Public comment is not accepted on Proclamations and Presentations.

Special Meetings, Workshops - The public will have the opportunity to address the City Council regarding the item that is the subject of the special meeting or workshop. Public comments are limited to a maximum of 3 minutes per person.

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office (cityclerk@LivermoreCA.gov). Items received no later than 12:00 pm on the day of the meeting will be provided to the City Council and available on the City website prior to the meeting. These items will NOT be read into the record.

eComments may be submitted by the public using the eComment link here. Comments may be up to 1000 characters in length and will be accepted up until 4:00 pm the day of the meeting. These items will NOT be read into the record and are viewable by the City Council and the public upon submittal.

Submission of Comments During the Meeting:

Speakers are limited to a maximum of 3 minutes per person. To submit a comment you must complete a speaker card for each item. Speaker cards are available in the Civic Center Meeting Hall lobby. Indicate on the card the item number you wish to comment on and submit the card directly to the City Clerk prior to the start of the item. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda.

However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

The City will be using YouTube and TV29 as two tools to provide the public access to view City Council meetings. No public comment will be accepted via YouTube.

TV29: tv29live.org Comcast Cable 29

YouTube: http://youtube.com/c/CityofLivermoreCalifornia

If you would like to deliver written materials to the City Council as part of your public comment, please provide 10 copies to the City Clerk with your speaker card.

The **City Council Agenda and Agenda Reports** are prepared by City staff and are available for public review on Tuesday evening, six days prior to the City Council meeting in the Civic Center Library, 1188 South Livermore Avenue, Livermore, and at the City Clerk's Office, 1052 South Livermore Avenue, Livermore. The Agenda is also available on the City's website, http://LivermoreCA.gov/agenda.

Under Government Code §54957.5, any **supplemental material** distributed to the members of the City Council after the posting of this agenda will be available for public review in the City Clerk's Office, 1052 South Livermore Avenue, Livermore, and included in the agenda packet available on the City's web site at http://LivermoreCA.gov/agenda.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CONTACT THE ADA COORDINATOR AT ADACOORDINATOR@LIVERMORECA.GOV OR CALL (925) 960-4170 (VOICE) OR (925) 960- 4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.1**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Proclamation recognizing California Water Service Group's Centennial Celebration presented to John Freeman and Robert Seeley.

RECOMMENDED ACTION

Staff recommends City Council recognize the California Water Service Group's Centennial Celebration.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Deborah Davis
Executive Assistant

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Presented to

California Water Service Group

for the Centennial Celebration

***WHEREAS**, the California Water Service Group (Cal Water) is recognized and honored by the City of Livermore as a business that has demonstrated unwavering commitment to serving our community, the City of Livermore, and contributing to the quality of life for our residents; and*

***WHEREAS**, Cal Water was founded in 1926 and has served communities throughout California for 100 years, providing safe, clean, reliable water to more than 2 million people throughout California; and*

***WHEREAS**, the company has demonstrated exemplary stewardship through conservation programs and rebates that have helped customers reduce their water use by 30 percent between 2000 and 2020, supporting both environmental sustainability and household affordability; and*

***WHEREAS**, Cal Water has invested responsibly in infrastructure, sustainability initiatives, and community well-being, undertaking proactive, ongoing maintenance and upgrades to deliver safe, clean drinking water and improve emergency readiness; and*

***WHEREAS**, through generations of employees and leadership, Cal Water has maintained its commitment to enhancing the quality of life for customers and communities, creating jobs, supporting the local economy, and engaging with community organizations in our neighborhoods and throughout California.*

***NOW, THEREFORE**, the City Council of the City of Livermore takes great pride in congratulating and recognizing Cal Water on the momentous occasion of its 100th anniversary of providing safe, clean, reliable water to Livermore.*

Mayor John Marchand

Vice Mayor Kristie Wang

Council Member Ben Barrientos

Council Member Evan Branning

Council Member Steven Dunbar

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.2**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Proclamation declaring May as Livermore Valley Wine Month presented to the Executive Director of the Livermore Valley Wine Foundation Brandi Lombardi.

RECOMMENDED ACTION

Staff recommends City Council declare the month of May as Livermore Valley Wine Month.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Deborah Davis
Executive Assistant

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Proclaiming

LIVERMORE VALLEY WINE MONTH

May 2026

***WHEREAS**, the Livermore Valley Wine Country is one of California's oldest and most historic wine regions, with a heritage dating to the 1840s, earning national and international acclaim and contributing to the state's reputation as a world-class wine producer; and*

***WHEREAS**, pioneering vintners such as Robert Livermore, Charles Wetmore, Carl H. Wente, James Concannon, and others established the foundation of California's premium wine industry in the Livermore Valley; and*

***WHEREAS**, the Livermore Valley American Viticultural Area, established in 1982, is home to more than 50 wineries, tasting rooms, and related businesses that support local economy; and*

***WHEREAS**, the wine industry provides employment opportunities, supports agriculture, attracts tourism, and enhances the cultural vitality and quality of life of the City of Livermore and surrounding region; and*

***WHEREAS**, May represents a season of renewal and growth in the vineyards and an opportunity to celebrate Livermore Valley Wine Month by honoring our viticultural heritage, supporting local wineries, and exploring the region's wines.*

***NOW, THEREFORE**, the City Council of the City of Livermore proclaims May 2026 to be LIVERMORE VALLEY WINE MONTH in the City of Livermore and encourages all residents and visitors to celebrate our wine heritage by visiting local wineries, participating in wine-related events, and raising a glass to the vintners who continue this proud tradition.*

Mayor John Marchand

Vice Mayor Kristie Wang

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Council Member Ben Barrientos

Council Member Evan Branning

Council Member Steven Dunbar

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 4.1**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Confirm Advisory Body appointments to the Historic Preservation Commission, Library Board of Trustees, and the Livermore Housing Authority Board of Commissioners, and direct the City Clerk to administer the oath of office.

RECOMMENDED ACTION

The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Historic Preservation Commission, Library Board of Trustees, and the Livermore Housing Authority Board of Commissioners, and direct the City Clerk to administer the oath of office.

DECISION TYPE

Administrative

SUMMARY

On April 8, 2026 the City Council Subcommittee on Advisory Bodies interviewed applicants for Historic Preservation Commission, Library Board of Trustees, and the Livermore Housing Authority Board of Commissioners, and have submitted their recommendation for City Council consideration and appointment.

DISCUSSION

On April 8, 2026, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Historic Preservation Commission, Library Board of Trustees, and the Livermore Housing Authority Board of Commissioners, and recommends confirmation of the following appointments:

Historic Preservation Commission 1 Vacancy

Reappointment to a regular term ending May 1, 2030

- Richard Hanan

Library Board of Trustees 2 Vacancies
Appointment to a regular term ending June 1, 2029

- Erin Roslund

Re-appointment to a regular term ending June 1, 2029

- Nancy Olavarrieta

Livermore Housing Authority 1 Vacancy
Appointment to an unexpired term ending January 1, 2027 and a possible regular term ending January 1, 2031, subject to City Council approval.

- Dan Knight

Upon the City Council's confirmation of the appointments by motion, the City Clerk will administer the oath of office to new appointees.

FISCAL AND ADMINISTRATIVE IMPACTS

No material fiscal or administrative impacts result from confirmation of these appointments.

COMMUNITY PILLAR

5: A City That Works

GOAL

2: Engage effectively with the City's advisory bodies

ATTACHMENTS

Prepared by: Helena Graves
Acting City Clerk

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: **Adopt an ordinance** amending Section 2.04.030 Compensation Limits for the Mayor and City Council Members of the Livermore Municipal Code to adjust the monthly compensation for the Mayor and City Council Members consistent with Measure W.

RECOMMENDED ACTION

Staff recommends City Council adopt an ordinance amending Section 2.04.030 Compensation Limits for the Mayor and City Council Members of the Livermore Municipal Code to adjust the monthly compensation for the Mayor and City Council Members consistent with Measure W.

DECISION TYPE

Legislative

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance

Prepared by: Deborah Davis
Executive Assistant

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING SECTION 2.04.030 *COMPENSATION LIMITS FOR MAYOR AND COUNCIL MEMBERS* IN THE LIVERMORE MUNICIPAL CODE TO ADJUST THE MONTHLY COMPENSATION FOR THE MAYOR AND COUNCIL MEMBERS CONSISTENT WITH MEASURE W

The California Government Code allows cities to enact ordinances compensating mayors and council members for their service. A mayor is a member of the city council, but an ordinance may also provide additional compensation to a separately elected mayor. The compensation ordinances may be enacted by either the city council or the voters.

On November 4, 2014, Livermore voters approved Measure W and established compensation limits in Livermore that are more restrictive than those set forth in the Government Code based upon Livermore's population. The measure set mayoral and city council member compensation at the amounts in effect at that time, which were $1490 per month for the mayor and $1070 per month for each council member. The measure allows the compensation to be increased but expressly excluded multi-year increases and only authorized a single increase before each new term of office commences. The measure further limited the amount of the increase to the lesser of 5% or the change in Consumer Price Index (CPI).

The monthly compensation for the mayor and council members was increased on October 28, 2024, which increased mayoral compensation to $1564.50 per month and increased council member compensation to $1123.50 per month.

The change in CPI since the last term of office commenced in 2024 is 5.2%. Therefore, consistent with Measure W, compensation for the mayor and the council members cannot be increased by more than 5%.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. *Authority.* This ordinance is adopted pursuant to the City of Livermore's police power authority established in section 7, article XI of the California Constitution, California Government Code sections 36516, 36516.1, 36516.5, and Livermore Municipal Code section 2.04.030 as amended by Measure W (2014).

Section 2. *Purpose.* This ordinance is intended to increase the monthly compensation for the mayor and council members consistent with Measure W, which is more restrictive than the requirements in the California Government Code.

Section 3. *Findings*. The City Council finds that this ordinance is intended to help keep pace with the rising cost of living and inflationary trends and to encourage qualified persons from diverse income levels to become members of the city council to serve the public.

Section 4. *Amendment – Municipal Code.* The Livermore Municipal Code section 2.04.030 *Compensation Limits for Mayor and Council Members* is hereby amended to add the following sentence to the end of the existing language in that section:

> "The compensation for the mayor shall be $1,642.73 per month and the compensation for each council member shall be $1,179.68 per month and shall apply when the terms commence for the mayor and council members elected at the November 3, 2026, General Municipal Election."

Section 5. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 6. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 7. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption.

Section 8. *Effective date.* This ordinance shall take effect 30 days after its adoption.

Section 9. *Compensation Eligibility.* The increased compensation shall not apply to the mayor or council members during their term of office when this ordinance is approved. However, since Livermore council members serve staggered terms and because the General Municipal Election on November 3, 2026, will result in the commencement for new terms of office for mayor and for the council members for District 1 and 2, the new compensation amounts approved by this ordinance shall apply to the mayor and all council members following the swearing in and commencement of the new terms as set forth in Government Code section 36516.5

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on April 13, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The ordinance was adopted at the regular meeting of the City Council held on April 27, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

MAYOR, CITY OF LIVERMORE

ATTEST:

Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.2**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution awarding a construction contract with Bockmon & Woody Electric Company, Inc. in an amount not-to-exceed $2,234,030, for WRP SCADA Server & Network Upgrade Project WW202129.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution for the WRP SCADA Server & Network Upgrade Project WW202129:

1. Awarding and authorizing the City Manager to execute a construction contract with Bockmon & Woody Electric Company, Inc., in an amount not-to-exceed $2,234,030, pursuant to Livermore Municipal Code Section 2.68.570 (C); and
2. Rejecting all other bids or proposals.

DECISION TYPE

Administrative

SUMMARY

The City of Livermore (City) uses a Supervisory Control and Data Acquisition (SCADA) system to monitor and control operations at the Water Reclamation Plant (WRP), sewer lift stations, storm lift stations, and potable water pump stations. The WRP SCADA Server & Network Upgrade Project WW202129 (Project) includes replacing SCADA network infrastructure to improve system reliability, maintenance, and security.

Two bids for the Project were received on March 10, 2026. Staff recommends the City Council award a construction contract to Bockmon & Woody Electric Company, Inc., the lowest responsible and responsive bidder.

DISCUSSION

The City of Livermore (City) uses a Supervisor Control and Data Acquisition (SCADA) system to monitor

and control the Water Reclamation Plant (WRP), sewer lift stations, storm lift stations, and potable water pump stations. The SCADA system is situated at the WRP as shown on Attachment 1, Project Location. It consists of multiple hardware and software components designed to work together to collect, process, and maintain data to support equipment operation in real-time. The SCADA system and the data it collects are critical to supporting operations and regulatory reporting functions.

The City's 2021 SCADA Master Plan identified several component replacement projects for servers, networks, and Programmable Logic Controllers (PLCs). Prioritization is based on lifecycle obsolescence and criticality to the SCADA system. The first phase of the WRP SCADA Server & Network Upgrade Project WW202129 (Project) was completed in 2024. That project replaced dozens of individual servers with two centralized virtual machine cluster servers. This significantly increased the City's ability to manage servers and improve disaster recovery capabilities at the WRP.

This current phase of the Project will further improve the SCADA system in several ways:

- Replacing multi-mode fiber-optic cables with single-mode cables to achieve higher data speeds.
- Separating network equipment from PLC equipment to improve reliability, maintenance, and security.
- Replacing unmanaged switches to establish a self-healing ring topology for more reliable SCADA system communications.
- Relocating the disaster recovery server to another building to improve system resiliency during a disaster.
- Installing battery backup packages at two remote water reservoir sites to eliminate communication downtime.

Staff advertised the Project on February 2, 2026. On March 10, 2026, two (2) bids were received and opened for this Project. The following is a list of the bids received. Both bids are less than the Engineer's Estimate of $2,800,000.

WRP SCADA Server & Network Upgrade Project WW202129 - Bid Results

Contractor	City	Bid Amount
Bockmon & Woody Electric Company, Inc.	Stockton	$2,234,030
Blocka Construction, Inc.	Pleasanton	$2,496,000

The lowest responsible and responsive bidder was Bockmon & Woody Electric Company, Inc., from Stockton, California. They have successfully completed similar upgrades at the WRP. Staff checked references for Bockmon & Woody Electric Company, Inc., and found them satisfactory. In accordance with Livermore Municipal Code Section 2.68.590 (B), a cumulative Change Order authorization of 10% of the contract value is allowed.

FISCAL AND ADMINISTRATIVE IMPACTS

The budget for the WRP SCADA Server & Network Upgrade Project WW202129 in the FY 2025-2030 Capital Improvement Plan covers the cost of this construction contract and all other project costs including design, engineering services during construction, construction management, inspection, programming, testing, project management, and potential change orders. No additional appropriations are required. The project is funded with Wastewater Replacement Funds and Wastewater Connection

Fees.

Annual operations and maintenance costs for new equipment are estimated at $38,000 per year. Operations and maintenance costs will be funded from the operating budget of the Water Resources Division.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

11: Operate and maintain municipal water systems that provide safe, efficient delivery of potable and recycled water, collect and treat wastewater, and comply with all federal, state, and local regulations.

GUIDING DOCUMENT

2021 WRD SCADA Master Plan

FY 2025-2030 Capital Improvement Plan

ATTACHMENTS

1. Project Location
2. Resolution
3. Exhibit A - Contract with Bockmon & Woody

Prepared by: Yanming Zhang
Water Resources Technical Programs Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



Vicinity Map and Site Plan overlay as the Project will be replacing communication cables plantwide.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT WITH BOCKMON & WOODY ELECTRIC COMPANY, INC. IN AN AMOUNT NOT-TO-EXCEED $2,234,030

(WRP SCADA Server & Network Upgrade Project WW202129)

The City of Livermore advertised on February 2, 2026, and opened bids on March 10, 2026, for construction of the Water Reclamation Plant (WRP) Supervisory Control and Data Acquisition (SCADA) Sever & Network Upgrade Project WW202129 (Project).

City staff recommends awarding a public works contract for construction of the Project to Bockmon & Woody Electric Company, Inc., the lowest responsible and responsive bidder, and authorizing the City Manager to sign the contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby:

1. Awards and authorizes the City Manager to execute a construction contract with Bockmon & Woody Electric Company, Inc., attached hereto as Exhibit A and incorporated by this reference, in an amount not-to-exceed $2,234,030, pursuant to Livermore Municipal Code Section 2.68.570 (C) for WRP SCADA Server & Network Upgrade Project WW202129; and

2. Rejects all other bids or proposals.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 27, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A –Contract with Bockmon & Woody

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Livermore, a California Municipal Corporation ("City") and Bockmon & Woody Electric Company, a California corporation ("Contractor") for work on the WRP SCADA Network Replacement Project Number 2021-29 ("Project").

The Parties Agree as Follows:

1. Award of Contract.

In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 20___, as part of Resolution No. _____, City authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. Contract Documents.

This Contract consists of all of the written representations and submissions made by Contractor as part of the Bid process and the following numbered and un-numbered component documents, as detailed on the table of contents of this Agreement:

a. Bidding requirements (consisting of the Notice Inviting Bids; Instructions to Bidders; Bid Proposal; Bid Schedule, Subcontractor List, Noncollusion Declaration, Bid Bond, Bidder's Questionnaire, Payment Bond, Performance Bond, Warranty Bond);

b. General Conditions;

c. Special Conditions;

d. Division One Technical Specifications;

e. Appendix;

f. Index of Defined Terms;

g. Project Drawings and Specifications;

h. Bid Addenda, if any;

i. Change Orders, if any;

j. ALB Notice;

k. Notice to Proceed;

l. City Standard Specifications and Details;

m. And the following: No other documents

3. Contractor's Obligations.

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. Payment.

As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Two Million, Two Hundred Thirty-four Thousand, Thirty Dollars ($2,234,030) (the "**Contract Price**"), in accordance with the payment provisions in the General Conditions.

5. Time for Completion.

5.1. Substantial Completion

Contractor must achieve Substantial Completion, as that term is defined in the General Conditions, of the Project Work within 245 Working Days from the commencement date stated in the Notice to Proceed. ("**Substantial Completion Deadline**."). For this project, the Contractor shall also incorporate 10 anticipated inclement Weather Days into their bid estimate. Contractor shall be solely responsible for the extended overhead and profit for these weather days and shall not be compensated by the City in any way, reference Section 10.3 of the General Conditions and Section 013200-4.3 Contract Schedules for additional weather day information.

5.2. Final Completion

Contractor must achieve Final Completion, as that term is defined in the General Conditions, of the Project Work within 25 Working Days after the date of substantial completion. ("**Final Completion Deadline**.")

5.3. Early Completion.

By signing below, Contractor expressly waives any claim for delayed early completion.

6. Liquidated Damages.

If Contractor fails to meet either the Substantial Completion Deadline or the Final Completion Deadline, City may assess liquidated damages according the provisions in

the General Conditions of the Contract Documents in the following amounts for each day of Unexcused Delay, and the Contract Price shall be reduced accordingly.

6.1. Substantial Completion Deadline: TWO THOUSAND Dollars ($2,000) per day.

6.2. Final Completion Deadline: TWO THOUSAND Dollars ($2,000) per day.

7. Milestone Penalties

If the Contractor fails to meet any Milestone established in the Contract Schedule for the Project, City may assess penalties in the following amounts for each day of Unexcused Delay: ONE THOUSAND dollars ($1,000) per day.

Milestones:

Completion of Bid Items No. 5 and No.6 (Doolan and Dalton Packaged Battery Systems) within 130 days after the NTP.

8. Labor Code Compliance.

This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

8.1. Prevailing Wages.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. The general prevailing wage rates for each craft, classification or type of covered work are available online at http://www.dir.ca.gov/DLSR.

8.2. DIR Registration.

City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code, Section 1725.5, subject to limited legal exceptions allowed by the Labor Code.

9. Workers' Compensation Certification.

Under Labor Code, Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code, Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

The successful bidder previous to the entering of the contract to do the said work shall take out and maintain in full force and effect worker's compensation insurance with an insurance carrier authorized to transact business in the State of California, covering the bidder's full liability for compensation to any persons employed who may be injured in the carrying out of said contract or the dependents thereof. Evidence of such worker's compensation insurance shall be furnished to the City of Livermore by certificate and waiver of subrogation in the City's electronic insurance certificate tracking system (PINS) prior to the commencement of the work and said certificate shall contain a provision that the coverage thereunder will not be canceled until at least thirty (30) days prior written notice has been given to the City.

10. Notice.

Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	City	Contractor
Name	City of Livermore	Bockmon & Woody Electric Co., Inc.
Address	1052 South Livermore Avenue	1528 El Pinal Drive
City/state/zip	Livermore, CA 94550	Stockton, CA 95205
Phone	925-960-4500	209-464-4878
Fax	925-960-4505	209-464-2615
Attention	City Engineer	Nick Woody and Gary Woody
Email	jhwaxdeck@livermoreca.gov	nick@bockmonwoody.com
Copy to	yzhang@livermoreca.gov	garym@bockmonwoody.com

11. General Provisions.

The following items are repeated here as stated as part of Part 2, General Conditions, for emphasis:

11.1. Assignment and Successors.

Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's successors and permitted assigns. A consolidation or merger of Contractor or a change in ownership of 25% or more of Contractor's capital stock constitutes an assignment by Contractor requiring the City's written consent.

11.2. Third Party Beneficiaries.

There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

11.3. Governing Law and Venue.

This Contract will be governed by California law and venue will be in the Superior Court of the County in which the Project is located, and no other place.

11.4. Amendment.

No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

11.5. Integration; Severability.

This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.

12. Authorization.

Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required under California Corporation Code, Section 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY	CONTRACTOR
City of Livermore, a California Municipal Corporation	Bockmon & Woody Electric Co., Inc.
s/_____	s/_____
Marianna A. Burch, City Manager	Nick Woody, Co-CEO/Treasurer
Date: _____	Date: 3/16/2026
Approved as to form:	s/_____
	Gary Woody, Co-CEO/Secretary
_____	Date: 3/16/2026
City of Livermore City Attorney	588308 C-10 A
	Contractor's Calif. License Number(s)
	Seal:

02/29/2028
Expiration Date(s)

END OF DOCUMENT

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.3**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of a First Amendment to Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants between the City of Livermore and Pac Avenue, L.P.

RECOMMENDED ACTION

Staff recommends the City Council authorize the City Manager, or her designee, to execute a First Amendment to Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants between the City of Livermore and Pac Avenue, L.P.

DECISION TYPE

Administrative

SUMMARY

The City previously entered into agreements with Satellite Affordable Housing Associates (SAHA) and Interfaith Housing to develop the first 79-unit phase of Pacific Avenue Senior Apartments. In March 2025, the City Council approved a Ground Lease, Loan Agreement, and Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (the “Regulatory Agreement”), which required all units to be occupied by very low-income seniors age 62 or older. SAHA secured federal, state, and county funding for the first phase, which includes 38 HUD-funded units for seniors aged 62 and older and 40 state/county-funded units, which may be reserved for seniors aged 55 and older. SAHA has requested, and City staff recommends amending the City's Regulatory Agreement to align with the state and county funders and broaden the definition of “Senior” to include individuals aged 55 and older.

DISCUSSION

In March 2025, the City Council approved the Ground Lease, Loan Agreement, and Regulatory Agreement with SAHA’s limited partnership, Pac Avenue, L.P., to commence construction of the first phase of the Pacific Avenue Senior Apartments. Under the City’s Regulatory Agreement, all units are restricted to occupancy by very low-income "Seniors", defined as a person who is aged 62 years or older. SAHA has assembled a combination of federal, state, county and City funding sources to finance

the first phase of construction. Funding requirements restrict the units as follows:

- 38 “HUD 202” federally funded units from the U.S. Department of Housing and Urban Development designated for "Seniors" defined as aged 62 and older.
- 40 state and county-funded units, which may be designated for "Seniors" defined as aged 55 and older.

To align with the state and county funding requirements and expand eligibility, SAHA has requested, and staff recommends executing a first amendment to the City’s Regulatory Agreement, amending the definition of “Senior” to include individuals aged 55 and older, thereby increasing access to affordable housing for a broader senior population. No changes to the City's other loan agreements are necessary to effectuate this change. SAHA’s property management and operations team requested that an amendment of the regulatory agreement occur before the marketing and leasing plans are developed, as those plans must be formally in place ahead of leasing activities scheduled for May 2026.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal impacts created by approval of the First Amendment to the Regulatory Agreement with Pac Avenue, L.P.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

7: Expand and preserve the supply of affordable housing opportunities

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment

Prepared by: Shelly Haynes
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS BETWEEN THE CITY OF LIVERMORE AND PAC AVENUE, L.P.

The City of Livermore previously entered into agreements with Satellite Affordable Housing Associates (SAHA) and Interfaith Housing to develop the first 79-unit phase of Pacific Avenue Senior Apartments. In March 2025, the City Council approved a Ground Lease, Loan Agreement, and Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement"), which required all units to be occupied by very low-income seniors age 62 or older. SAHA secured federal, state, and county funding for the first phase, which includes 38 HUD-funded units for seniors aged 62 and older and 40 state/county-funded units, which may be reserved for seniors aged 55 and older. SAHA has requested, and City staff recommends amending the City's Regulatory Agreement to align with the state and county funders and broaden the definition of "Senior" to include individuals aged 55 and older.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it authorizes the City Manager, or her designee, to execute a First Amendment to Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants between the City of Livermore and Pac Avenue, L.P.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 27, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – First Amendment

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
Attn: City Clerk

"No Fee for recording pursuant to Government Code Section 27383"

APN: 099-0950-008-02

Space Above This Line is for Recorder's Use Only

FIRST AMENDMENT TO AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This First Amendment to Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (the "Amendment") is entered into effective as of _____, 2026 ("Effective Date") by and between the City of Livermore (the "City") and Pac Avenue, L.P., a California limited partnership ("Borrower").

RECITALS

A. City and Borrower have entered into an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated April 1, 2025, and recorded in the Official Records of Alameda County on April 7, 2025, as Instrument No. 2025046658 (the "Regulatory Agreement") attached as Exhibit A.

B. This amendment is entered into in order to reflect the change in the definition of "senior".

NOW, THEREFORE, THE CITY AND THE BORROWER AGREE AS FOLLOWS:

1. The definition of "Senior" in Section 1.1 of the Regulatory Agreement shall be amended and restated as set forth below:

   ""Senior" is defined as a person who is aged 55 and older."

2. Except as amended by this Amendment, all other terms and conditions of the Regulatory Agreement will remain unchanged.

3. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one document.

IN WITNESS WHEREOF, City and Borrower have executed this Amendment as of the date first written above.

BORROWER:

Pac Avenue, L.P.,
A California limited partnership

By: Pac Avenue, LLC.
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates.
A California nonprofit public benefit corporation,
A member and manager

By: _____
Eve Stewart, Senior Vice President of Real Estate Development

CITY:

City of Livermore,
A California municipal corporation

By: _____
Marianna A. Burch, City Manager

ATTEST:

By: _____
Helena Graves, Acting Assistant City Clerk

APPROVED AS TO FORM:

By: _____
Daniel R. Gonzales, Deputy City Attorney

Exhibit A – Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

On April 1, 2026 before me, Stacy Zamora, Notary Public
(insert name and title of the officer)

personally appeared Eve Stewart,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

STACY ZAMORA
Notary Public - California
Alameda County
Commission # 2408666
My Comm. Expires Jun 21, 2026

Signature _____ **(Seal)**

3

Recorded at the Request of
Old Republic Title Company -
Oakland
11700806 24

2025046658 04/07/2025 09:50 AM 40 PGS
OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: $0.00

ELECTRONICALLY RECORDED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Livermore
1052 S Livermore Avenue
Livermore, CA 94550
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

'25-0141 Space above this line for Recorder's use.

Exempt from fee for recording
pursuant to Government Code
Section 27383 and 27388.1

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF LIVERMORE

and

Pac Avenue, L.P.

Pacific Senior Apartments Phase 1

April 1, 2025

3

Recorded at the Request of
Old Republic Title Company -
Oakland
11700896 24

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Livermore
1052 S Livermore Avenue
Livermore, CA 94550
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

25-0141 Space above this line for Recorder's use.

Exempt from fee for recording
pursuant to Government Code
Section 27383 and 27388.1

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF LIVERMORE

and

Pac Avenue, L.P.

Pacific Senior Apartments Phase 1

April 1, 2025

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of April 1, 2025 ("**Effective Date**") by and between the City of Livermore, a municipal corporation ("**City**") and Pac Avenue, L.P., a California limited partnership ("**Borrower**"). The City and the Borrower are collectively referred to herein as the "**Parties**."

RECITALS

A. Borrower owns a leasehold interest in that certain real property located adjacent to Sunken Gardens Park (3800 Pacific Avenue) at the eastern terminus of Pacific Avenue in Livermore, California, Alameda County Assessor Parcel No. 10858, in the Official Records of Alameda County, Book 360, Pages 87-89 of Map, subdividing the real property two parcels, Parcels 2 & 4. The Borrower intends to lease Parcel 2 for Phase 1 of Project, and more particularly described in Exhibit A attached hereto (the "**Property**"). For purposes of clarity this Agreement shall only encumber Borrower's leasehold interest in the Property and not the City's fee interest in the land underlying the Property.

B. City and Borrower have entered into an Affordable Housing Loan Agreement (the "**Loan Agreement**") dated April 1, 2025 and a Ground Lease dated March 27, 2025 concurrently herewith. Borrower will develop, own, and operate a 79-unit affordable housing development for seniors on the Property ("**Phase 1**" or the "**Project**"). Phase 1 is part of a two-phased project to be known as the "**Pacific Avenue Project**". The second phase of the Pacific Avenue Project is anticipated to be a 61-unit affordable housing development for seniors ("**Phase 2**"). This Agreement only encumbers Phase 1. Capitalized terms used without definition herein shall have the meaning ascribed to such terms in the Loan Agreement.

C. The Loan Agreement provides that the Restricted Units to be developed on the Property will be required to be available to Eligible Households at Affordable Rents in accordance with this Agreement for a period of not less than the term of fifty-five (55) years.

D. The City recognizes there is a shortage of affordable housing and, in particular, low-income Seniors face barriers that inhibit equal access to housing. Therefore, reserving affordable units for Seniors and providing services that allow them to live independently is needed to offer equal access to housing.

E. Subject to the terms and conditions set forth in the Loan Agreement, City has agreed to provide a development loan in an amount not to **exceed Seven Million One Hundred Fifty-Seven Thousand Dollars ($7,157,000.00),** (the **"Loan"** or **"City Loan",** which financing was apportioned as (i) Six Hundred Fifty-Seven Thousand Dollars ($657,000) in predevelopment financing and (ii) Six Million Five Hundred Thousand Dollars ($6,500,000) in permanent development financing. As a condition precedent to the funding of the Loan, City requires the Project to be subject to the terms, conditions, and restrictions set forth herein.

F. Pursuant to the Loan Agreement, Borrower has executed and delivered to City Secured Promissory Notes (the "**A&R Predevelopment Note**" and "**Development Note**" or "**Notes**") to evidence Borrower's obligation to repay the Loan. The Notes are secured by a Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed

by Borrower for the benefit of City (the "**Deed of Trust**") recorded in the Official Records of Alameda County concurrently herewith.

G. The Project received no Density Bonus in accordance with Section 6.02.030 of the Livermore Development Code.

H. The purpose of this Agreement is to satisfy the affordability requirements of the City's affordable housing program and to regulate and restrict the occupancy and rents of the Project's Restricted Units for the benefit of the Project occupants. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Borrower and Borrower's successors and assigns for the full term of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1.1 Definitions; Exhibits. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"**Actual Household Size**" means the actual number of persons in the applicable household.

"**Adjusted for Family Size Appropriate for the Unit**" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code, subject to the application of federal rules and regulations applicable to Project financing sources, including Section 42(g)(2) of the Internal Revenue Code of 1986 as amended (or successor provision).

"**Affordable Rent**" means the following amounts, less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis which have been approved by the City, : (i) for units that are restricted for rental to households with incomes of not more than twenty percent (20%) of AMI ("**20% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of twenty percent (20%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; (ii) for units that are restricted for rental to households with incomes of not more than thirty percent (30%) of AMI ("**30% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of thirty percent (30%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; (iii) for units that are restricted for rental to households with incomes of not more than fifty percent (50%) of AMI (**"50% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of fifty percent (50%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; and (iv) for units that are restricted for rental to households with incomes of not more than sixty percent (60%) of AMI (**"60% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of sixty percent (60%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit. Rents shall be limited to no greater than the TCAC-published rents for the aforementioned income categories.

"**A&R Predevelopment Note**" is defined in Recital F.

"**Area Median Income**" **or** "**AMI**" means the median income for Alameda County, California, adjusted for Actual Household Size, as determined pursuant to California Tax Credit Allocation (**"TCAC"**) regulations.

"**City's Authorized Representative**" means the City Manager of the City of Livermore or his/her designee.

"**City Documents**" means that certain "Disposition, Development and Loan Agreement" by and between the City, SAHA and IFH dated September 16, 2021 (the "DDLA"), the Loan Agreement, the Notes, the Leasehold Deed of Trust, and this Agreement.

"**Claims**" is defined in Section [2.6].

"**Development Note**" is defined in Recital F.

"**Eligible Household**" means a household for which gross household income upon initial occupancy does not exceed the maximum income level for a Restricted Unit as specified in Section [2.1]. "**IFH**" means Interfaith Housing, Inc., a California non-profit corporation.

"**Indemnitees**" is defined in Section [2.6].

"**Lender**" means the financial institution providing the loan(s).

"**Leasehold Deed of Trust**" is defined in Recital F.

"LHTF" is defined as the Local Housing Trust Fund.

"**Loan**" is defined in Recital E.

"**Loan Agreement**" is defined in Recital B.

"**Marketing and Tenant Selection Plan**" is defined in Section 6.5.

"**SAHA**" means Satellite Affordable Housing Associates, a California nonprofit public benefit corporation, and Borrower's predecessor in interest.

"**Senior**" is defined as a person who is age 62 years or older.

"**Notes**" is defined in Recital F.

"Rent Restricted" is defined in Section [2.2.1].

"**Restricted Unit**" means a dwelling unit which is reserved for occupancy at an Affordable Rent by Eligible Households of specified household income levels as set forth in Sections 2.1 and 2.2.

"**TCAC**" means California Tax Credit Allocation Committee.

"**Tenant**" means the occupant of a Restricted Unit.

"Veteran" is defined as a member who is a Veteran of the U.S. military and meets VA health care eligibility requirements.

1.2 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement by this reference:

A Legal Description of Property

B Insurance Requirements

C Form of Annual Report

2. Use and Affordability Restrictions. Borrower hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used solely for the operation of a multifamily rental housing development for Seniors in compliance with the Loan Agreement, and the requirements set forth herein. Borrower represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Borrower covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City. The Borrower agrees to comply with affordability restrictions as published annually by the California Department of Housing and Community Development and not just the Federal Department of Housing and Urban Development exclusively.

2.1 Affordability and Occupancy Requirements of the City Restricted Units. Throughout the term of this Agreement (as defined in Section 4.1 below) Borrower agrees that: (i) not less than 16 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than twenty percent (20%) of AMI, (ii) not less than 9 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than thirty percent (30%) of AMI; (iii) 43 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than fifty percent (50%) of AMI, for a total of 68 of the residential units in the Project restricted to extremely low and very low income households; (iv) 10 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than sixty percent (60%) of AMI ("Restrictive Units); and (v) all other units, except for one (1) of the residential units in the Project which shall be a manager's unit for which rent will not be restricted, will be restricted by the TCAC restrictive covenant to be recorded when the units are placed-in-service by TCAC's definition ("TCAC Units"). The Restricted Units shall generally reflect the unit bedroom mix of all of the units in the Project. Maximum unit occupancy standards shall be established according to TCAC regulations or in the absence of such regulations shall be two persons per bedroom plus one additional person. A total of 78 units will be allocated to the Local Housing Trust Fund (LHTF).

Number of Targeted Low-Income Units	Percent of Area Median-Moderate Income (AMI) (20%-60%)	Percentage of Low-Income Units (before rounding down)

16	20%	20.51
9	30%	11.54
43	50%	55.13
10	60%	12.82

City has applied for and received an award of State LHTF to be used for the Development Loan for the Project and as a requirement of that program at least 30% of LHTF program funds and City's matching funds (demonstrated through the City's application to the State) must be allocated towards ELI Households (30% AMI or less); no more than 20% of program funds and matching funds may be allocated towards Moderate Income Households (Between 80% and 120% AMI), the remainder of program funds and matching funds may be allocated toward Lower Income Households (Between 30% to 80% AMI) The City's affordability restrictions described herein are intended to conform to the LHTF program requirements.

In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this Section 2.1, Borrower shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved. A dwelling unit shall qualify as "**Rent Restricted**" if the gross rent charged for such unit does not exceed the Affordable Rent for the applicable household income category as set forth in Section [2.2].

Notwithstanding anything to the contrary contained in this Agreement, if other Project lenders, Project investors, or regulatory agencies restrict a greater number of units than restricted by this Agreement or require stricter household income eligibility or affordability requirements than those imposed hereby, the requirements of such other lenders, investors or regulatory agencies shall prevail, including without limitation, the rent and occupancy requirements imposed in connection with the use of project based vouchers or other rent subsidies.

2.1.1. Project Based Section 8 Units. To the extent allowed under the rules and regulations applicable to such program, Borrower agrees that Project Based Section 8 assistance received for the Project shall be prioritized to those Restricted Units serving the lowest income tenants in the Project. Notwithstanding any contrary provision of this Agreement, for units that are subsidized with Section 8 project-based vouchers, the rules and regulations applicable to such program shall prevail with respect to the setting of rents, implementation of occupancy requirements, and determination of gross household income.

2.1.3 Disabled Persons Occupancy.

a) Borrower shall cause the Project to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair

Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

b) Borrower shall indemnify, protect, hold harmless and defend the City, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this Agreement, repayment of the City Loan and the reconveyance of the Deed of Trust.

2.1.4 Loss of Subsidy.

It is anticipated that certain Units in the Project (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidies (the "Rental Subsidy") throughout the Term, as reflected in the Financing Plan for the Project. If any change in federal law occurs, or any action (or inaction) by Congress or any federal or state agency occurs, which results in a material reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Borrower, such that the Rental Subsidy shown on the Finance Plan for the Project approved by the City is no longer available, Borrower shall, in anticipation of such loss in Rental Subsidy, use good faith efforts for a period of ninety (90) days, to identify and obtain alternative sources of rental subsidies and shall provide the City progress reports on Borrower's efforts to identify and obtain alternative sources of rental subsidies. If at the end of such ninety (90) day period Borrower is unable to secure an alternate source of rental subsidy, notwithstanding Section 2.2, Borrower may increase the rent on one or more of the City Restricted Units that overlap with a Subsidy Unit, up to sixty percent (60%) of AMI ("TCAC Maximum Rent Limit"), subject to the following requirements:

a) Any such rent increase must be pursuant to a transition plan approved by the City showing how the rent increase will be implemented, and which Restricted Units will be subject to the increase, and, if applicable, be consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program;

b) At the time Borrower requests an increase in the Restricted Unit rent, Borrower shall provide the City with a copy of the proposed Annual Operating Budget showing the impact of the loss or reduction of the Rental Subsidy;

c) Any subsequent rent increases remain subject to Section [2.2] above; and,

d) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Project generates sufficient income to cover its operating costs and debt service as shown on the Annual Operating Budget, and as is necessary to maintain the financial stability of the Development.

e) Upon receipt of any alternative rental subsidies, Borrower shall reduce the rents on the Restricted Units back to the Affordable Rents set out in Section 2.1, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Annual Operating Budget.

2.1.5 Rent Increases on Foreclosure.

Notwithstanding this Section 2.1, in the event that a Senior Lender (as defined in the Loan Agreement) foreclosures on the Project (or receives a deed in lieu of foreclosure), the Rents on one or more of the Restricted Units may be increased up to the TCAC Maximum Rent Limit to maintain the financial feasibility of the Project, subject to the following requirements:

a) Any such rent increase must be pursuant to a transition plan approved by the City showing: (i) how the rent increase will be phased-in; (ii) which Restricted Units will be subject to the increase; and (iii) the operating income and expenses for the Project comparing the current rent structure to the proposed rent structure;
b) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Project generates sufficient income to cover its operating costs and debt service, and as is necessary to maintain the financial stability of the Development; and
c) The rent increase may occur only at the time of renewal of the term of the lease of an existing Tenant or the time of leasing a Restricted Unit to a new tenant. Any subsequent rent increases remain subject to Section 2.1 above.

2.2 Rents for Restricted Units; Unit Sizes. For all Restricted Units rents shall be limited to Affordable Rents for households of the applicable income limit and presumed household size in accordance with Section 2.1. In the event that TCAC no longer publishes the income and rent information that this Agreement contemplates that TCAC will publish, respectively, the City shall provide Borrower with other income and rent determinations which are reasonably similar with respect to methods of calculation to those previously published by TCAC, as applicable. Notwithstanding the foregoing, no tenant qualifying for a Restricted Unit shall be denied continued occupancy of a unit in the Project because, after admission, such tenant's household income increases to exceed the qualifying limit for such Restricted Unit. A household which at initial occupancy qualifies in a particular income category shall be treated as continuing to be of such income category so long as the household's gross income does not exceed one hundred forty percent (140%) of the applicable income limit. In the event the gross household income of a household that qualified at the applicable income limit at initial occupancy exceeds the applicable income limit for a unit, that unit will continue to be considered as satisfying the applicable income limit if the unit remains Rent-Restricted. In the event a tenant's household income exceeds the limits specified in this Section, Borrower shall apply the rules applicable to the Project pursuant to Section 42 of the Internal Revenue Code of 1986, as amended and the

federal Regulations applicable thereto. In the event of inconsistency between the provisions of this Section [2.2] and the rules applicable to the Project in connection with low-income housing tax credits, the rules applicable pursuant to such financing source shall prevail.

a) For the purpose of determining whether a household is an Eligible Household, gross household income shall be determined in accordance with TCAC regulations and federal regulations applicable to low-income housing tax credits.

b) Subject to Section 2.3(a), if, upon recertification of the income of a Tenant of a City-Assisted Unit, Borrower determines that a Tenant of a City-Assisted Unit has an Adjusted Income exceeding the maximum qualifying income for a 50% AMI Household, such Tenant shall be permitted to continue occupying the City-Assisted Unit and upon sixty (60) days written notice, the Rent may be increased to one-twelfth (1/12th) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and Borrower shall rent the next available Unit of the appropriate size to a 20% AMI Household, a 30% AMI Household, a 40% AMI Household, or a 50% AMI Household, as applicable, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another Unit in the Development with a 20% AMI Household as a 20% Unit, a 30% AMI Household as a 30% Unit, a 40% AMI Household as a 40% Unit, or a 50% AMI Household as a 50% Unit, as applicable, at a Rent not exceeding the maximum Rent specified in Section [2.2(a)].

c) Initial Rents are subject to City approval. Rents may not be increased more often than once every twelve (12) months and by no more than five percent (5%) per year. Borrower shall provide each Tenant with at least sixty (60) days written notice of any increase in Rent applicable to such Tenant.

2.3 Manager's Unit. One (1) dwelling unit in the Project may be used as resident manager's unit and shall be exempt from the occupancy and rent restrictions set forth in this Agreement.

2.4 No Condominium Conversion. Borrower shall not convert the Project to condominium or cooperative Borrowership or sell condominium or cooperative rights to the Project or any part thereof during the term of this Agreement.

2.5 Non-Discrimination; Compliance with Fair Housing Laws.

2.5.1 Selection of Tenants. In order to ensure that there is an adequate supply of affordable housing within the City of Livermore for senior residents to the extent permitted by law and consistent with the program regulations for funding sources used for development of the Project, applications will be selected pursuant to an equitable selection method, and in accordance with a City approved guideline. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the provisions of such Section 42 shall control. Lessee shall develop marketing policies or other rental policies and procedures approved by the City, as may be amended from time to time, to ensure that residents and people who qualify for the Project are provided adequate notice and opportunity to rent units in the Project.

2.5.2 Fair Housing. Borrower shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Borrower shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.5.3 Non-Discrimination. Borrower shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Borrower covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Borrower shall include such provision in all deeds, leases, contracts and other instruments executed by Borrower, and shall enforce the same diligently and in good faith.

All deeds, leases, and contracts pertaining to management of the Project, made or entered into by Borrower, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) (1) In Deeds, the following language shall appear:

"Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land."

(b) (1) In Leases, the following language shall appear:

"The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status,

national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased."

(c) In Contracts pertaining to management of the Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

"There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

2.6 Relocation. Notwithstanding eviction, persons residing on the Property shall not be displaced before suitable replacement housing is available. Borrower shall ensure that all occupants of the Property receive all notices, benefits and assistance to which they are entitled. All costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to any applicable relocation laws shall be paid by Borrower, and City shall have no responsibility for payment therefor. Borrower shall be liable for any and all claims for applicable relocation benefits sought by any current, former or future tenant of the Project.

To the greatest extent permitted by law, Borrower shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, contractors, representatives and designated volunteers (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising from the breach of Borrower's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Borrower's indemnification obligations set forth in this Section (i) shall survive the expiration or earlier termination of this Agreement, and (ii) shall not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. City does not and shall not waive any rights against Borrower that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement.

3. Tenant Income Certifications; Reporting Requirements; Access to Information; Inspections.

3.1 Tenant Income Certification. Borrower or Borrower's authorized agent shall obtain from each household prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

(i) The identity of each household member; and

(ii) The total gross household income (as determined pursuant to Section [2.2].

Borrower shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

3.2 Annual Report; Inspections. Following completion of construction of the Project, by not later than April 1 of each year during the term of this Agreement, Borrower shall submit an annual report ("**Annual Report**") to the City in form satisfactory to City and attached at Exhibit C, together with a certification that the Project is in compliance with the requirements of this Agreement. Notwithstanding the Annual report requirements, Borrower shall submit to the City an initial lease up report containing the tenant certification and occupancy information described in this section. The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Project: (i) unit number and name; (ii) number of bedrooms; (iii) current rent and other charges; (iv) move in date and dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of residents; (vii) documentation of source of household income; and (viii) the information required by Section 3.1.

Borrower shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City; provided however, during such time that the Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of state or federal low-income housing tax credits, Borrower may satisfy the requirements of this Section that pertain to tenant income certification and rents by providing City with a copy of compliance reports required in connection with such financing.

In addition to the information described above, the Annual Report shall include the following:

(i) A Project income and expense statement for the reporting period;

(ii) Proposed annual budget for the next fiscal year which sets forth Borrower's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves and proposed rent adjustments;

(iii) A report on management, maintenance and other issues anticipated to affect the current budget needs of the Project as well as the amount in the Project's reserve accounts and

the amount expected to be needed for major repairs or other needs during the new fiscal year;

(iv) Information on the status of the waiting list for units, including the number of households on the list and the number of persons qualifying for each of the City's selection preference categories on the list, and the number of applicants screened and denied on the waitlist;

(v) A financial audit of the books and records of the Project prepared in accordance with generally accepted auditing standards by an independent certified public accountant. City may require the audit to be accompanied by a supplemental report prepared in accordance with City's requirements; and

(vi) City may, from time to time request additional or different information, and Borrower shall promptly supply such information in the reports required hereunder.

3.3. Maintenance of Records.

3.3.1 Borrower shall maintain all records regarding the construction of the Project for five (5) years after final payment and all other pending matters are closed. Borrower shall also maintain tenant leases, income certifications and other matters related to the leasing of the affordable units for a period of five (5) years after the final date of occupancy by the tenant.

3.3.2 Records must be kept accurate and up-to-date. City shall notify Borrower of any records it deems insufficient. Borrower shall have thirty (30) calendar days from such notice to correct any specified deficiency in the records, or, if more than thirty (30) days shall be reasonably necessary to correct the deficiency, Borrower shall begin to correct the deficiency within thirty (30) days and diligently pursue the correction of the deficiency as soon as reasonably possible as determined by the City.

3.4 Access to Records; Inspections.

3.4.1 Borrower shall provide City and its authorized agents and representatives access to any books, documents, papers and records of the Project for the purpose of making audits, examinations, excerpts and transcriptions.

3.4.2 With 48-hours' prior written notice, during normal business hours and as often as may be deemed necessary, City and its authorized agents and representatives shall be permitted access to and the right to examine the Project and the Property and to interview tenants and employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement and the other City Documents.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect until the fifty-five (55^{th}) anniversary of recordation of this Agreement in the Official Records.

4.2 Effectiveness Succeeds Conveyance of Property and Repayment of Loan. This Agreement shall remain effective and fully binding for the full term hereof regardless of (i) any sale,

assignment, transfer, or conveyance of the Project or Borrower's fee interest in the Property, or any part thereof or interest therein, (ii) any payment, prepayment or extinguishment of the Loan, the Notes (iii) any reconveyance of the Deed of Trust.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

5. Binding Upon Successors; Covenants to Run with the Land. Borrower hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The City and Borrower hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Borrower and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Borrower, including without limitation any purchaser, transferee or lessee of the Property or the Project (other than the tenants of the individual dwelling units within the Project) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Borrower hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby. Borrower agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of City. Notwithstanding anything to the contrary contained herein, the terms of this Section 5 shall be subject to the terms of any subordination agreement entered into by City in accordance with the terms of Section 7 hereof.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Borrower shall be responsible for all management functions with respect to the Property and the Project, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for management or maintenance of the Property or the Project. Borrower shall submit its written management policies with respect to the Project (the "Management Plan") to the City for its review and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement. The Management Plan shall minimally include the following:

a) A parking management plan which details, among other things, how

parking spaces will be allocated assigned, and how parking will be managed to encourage tenants, services providers and guests to use parking in accordance with the plan;

b) Procedures for maintenance and management of the Project;

c) Procedures for dealing with tenant or neighborhood issues or concerns;

d) Procedures for maintaining a reserve account, budgeting for maintenance and repair needs as well as long-term rehabilitation needs, and handling net cash flow; and

e) Such other requirements and criteria/procedures as City may determine appropriate.

6.2 Management Entity and Replacement of Management Agent. City shall have the right to review and approve the qualifications of the management entity proposed by Borrower for the Project, and shall have the right to review and approve any agreement executed between Borrower and the management entity, which approval shall not be unreasonably withheld, conditioned or delayed. The contracting of management services to a management entity shall not relieve Borrower of its primary responsibility for proper performance of management duties. City hereby approves Satellite Affordable Housing Associates Property Management, as the initial management entity for the Project. Any subsequent management entity shall be subject to City review and approval, which shall not be unreasonably withheld, conditioned or delayed. Upon City determination and delivery of written notice to Borrower that Borrower has failed to operate the Project in accordance with this Agreement, subject to any applicable cure period and the approval of the Project lenders and equity investors, City may require Borrower to contract with a qualified management agent selected by City and approved by the Project lender and equity investor, to operate the Project, or to make such other arrangements as City deems necessary to ensure performance of the required functions. An on-site property management representative is required to reside on the property. If the on-site property management representative is not also the assigned property management staff for the Project, then the representative shall still be available to address resident issues and to serve as the point of contact for City business and the public after regular business hours at the Property.

6.3 Repair, Maintenance and Security. Throughout the term of this Agreement, Borrower shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Borrower agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, meeting rooms, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Project. Borrower shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Borrower shall provide adequate security measures for the Project, including without limitation, the installation of

adequate lighting and deadbolt locks.

Additionally, Borrower agrees to participate in the City's Crime Free Multi-Family Housing Program, which is designed to help Borrowers and managers of multi-family housing to prevent and reduce the incidence of crime occurring at multi-family housing properties. Borrower agrees Borrower or Borrower's property management designee(s) shall participate and become certified in the program, including ensuring implementation of the crime-free lease addendum for all tenants on the Property.

6.3.2 Additional Requirements. All construction work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and shall have a current City of Livermore business license if required under local law. To the extent allowed by state and federal laws, Borrower shall limit the installation of satellite dish, antenna and other such equipment to screened locations on the Property as approved by the City. Borrower shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

6.4 City's Right to Perform Maintenance. In the event that Borrower breaches any of the covenants contained in Section 6.3, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, shall constitute an indebtedness secured by the Deed of Trust, and shall be paid by Borrower to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the lesser of 10% per annum or the highest rate permitted by applicable law.

6.5 Marketing and Tenant Selection Plan. Not later than ninety (90) days following commencement of construction work on the Project, Borrower shall submit for City review and approval, a plan for marketing and tenant selection for the Property ("**Marketing and Tenant Selection Plan**" or "**Plan**"). To the extent permitted by Applicable Laws, Borrower shall reasonably work with the City to incorporate the City's applicant selection preferences for Livermore residents and Veterans into the Plan for units which do not receive HUD 202, State HCD's No Place Like Home Funding, Alameda County A1 Bond or Livermore Housing Authority subsidies/funding. The Plan shall address in detail how Borrower plans to market the City Restricted Units to prospective Eligible Households in accordance with fair housing laws and this Agreement, Borrower's tenant selection criteria, and how Borrower plans to certify the eligibility of Eligible Households. The Plan shall include the proposed management agreement and the form of rental agreement that Borrower proposes to enter into with Project tenants. Borrower shall abide by the terms of the Marketing and Tenant Selection Plan in marketing, managing, and maintaining the Property and the Project, and throughout the term of this Agreement, shall submit proposed modifications to City for review and approval.

In addition to the foregoing, the Marketing and Tenant Selection Plan shall address the following:

(a) The actions to be taken by Borrower to affirmatively market units in compliance with fair housing laws and in compliance with City's policies and procedures, including the policies described in Section [2.5] above;

(b) Criteria for determining tenant eligibility, including certification of household income and size, age of household members or other qualifying criteria, and establishing reasonable occupancy standards (which shall not exceed standards established by state and federal fair housing laws and state housing and building codes), and procedures for screening prospective tenants, including obtaining credit reports, unlawful detainer reports, landlord references and criminal background investigations;

(c) A requirement that eligible tenants be selected based on order of application, selection preference, lottery or other reasonable method approved by City and incorporates a method of prioritizing and establishing a screening order for applications.

(d) A requirement that eligible applicants be notified of eligibility and, when possible, be provided an estimate regarding when a unit may be available;

(e) A requirement that ineligible applicants be notified of the reason for their ineligibility;

(f) Specific procedures through which applicants deemed to be ineligible may appeal this determination;

(g) Maintenance of a waiting list of eligible applicants, including specific procedures for screening Project Based Section 8 eligible applicants in coordination with the Housing Authority of the City of Livermore;

(h) Specific procedures for obtaining documentation regarding prospective tenants' incomes, as necessary, to certify that such income does not exceed income limits;

(i) Specific procedures for certification and recertification of household incomes and procedures for handling over-income tenants;

(j) A requirement that a written rental agreement (subject to City approval) be executed with each eligible household selected to occupy a unit.

6.6 Lease Provisions.

No later than four (4) months prior to the date construction of the Project is projected to be complete, Borrower shall submit to the City Borrower's proposed form of lease agreement for the City's review and approval. The form of lease must comply with all requirements of this Agreement, the other Loan Documents and must, among other matters:

1) Provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (i) to provide any information required under this Agreement or reasonably

requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Project in accordance with the standards set forth in this Agreement, or (ii) to qualify as a 20%, 30%, 50%, or 60% AMI household, as applicable, as a result of any material misrepresentation made by such Tenant with respect to the income computation.

2) Be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any Rent increases shall be subject to the requirements of Section [2.3].

3) Include a provision which shall require a Tenant who is residing in a Restricted Unit made accessible pursuant to Section 5.11 of the Loan Agreement and who is not in need of an accessible unit to move to a non-accessible unit when a non-accessible unit becomes available and another Tenant or prospective Tenant is in need of an accessible unit.

4) Include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs.

5) Any termination of a lease or refusal to renew a lease for a Restricted Unit within the Development must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

6) Include a detailed listing of reasonable rules of conduct and occupancy which shall be in writing, shall be consistent with federal and state law, and shall be provided to each tenant upon occupancy;

7) Include a requirement that there be no storage on balconies and patios and that tenants must keep all balconies, patios and other exterior areas neat, clean and clutter free, including no clotheslines or laundry.

6.7 Resident Services Plan and Budget.

a) No later than six (6) months prior to the projected date of the completion of the Project, Borrower shall submit to the City a plan for providing supportive services to the Tenants (the "Resident Services Plan") and a budget for providing those services (the "Resident Services Budget") for the initial year of operation of the Project. The Resident Services Plan must identify service provider(s) and staffing levels, and describe the services provided. The Resident Services Plan must include copies of contracts and/or memoranda of understanding for the provision of services by service providers, along with any annual compliance certifications. The Resident Services Budget must state the dollar value of the services, and the funding source(s) for the services (cash or in-kind).

b) Upon receipt by the City of the proposed Resident Services Plan and Resident Services Budget, the City shall promptly review the same and approve or disapprove it within fifteen (15) days, provided that such approval shall not be unreasonably denied. If the Resident

Services Plan and/or Resident Services Budget are not approved by the City, the City shall set forth in writing and notify Borrower of the City's reasons for withholding such approval, which may include a request by the City for a change in the nature or scope of resident services or a change in service provider. Borrower shall, within fifteen (15) days thereafter, submit a revised Resident Services Plan and/or Resident Services Budget for City approval in accordance with this subsection. If the City does not approve the revised Resident Service Plan, Borrower shall be in Default hereunder.

c) Borrower shall thereafter submit to the City annual updates to the Resident Services Plan and Resident Services Budget by October 1st of each year of operation of the Development, identifying any changes made to the previously approved Resident Services Plan and Resident Services Budget. Any revisions to the Resident Services Plan and Resident Services Budget shall be subject to the City's review and approval and the process for timing and review of such revisions shall be subject to the process identified in Section 6.7.

6.8 Approval of Amendments. If City has not responded to any submission of the Management and Tenant Selection Plan, the proposed management entity, the proposed management agreement, the Management Plan, the Resident Services Plan or Resident Service Budget or a proposed amendment or change to any of the foregoing within sixty (60) days following City's receipt of such plan, proposal, agreement or amendment, the plan, proposal, agreement, or amendment shall be deemed approved by City.

6.9 Fees, Taxes, and Other Levies. Borrower shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property or the Project, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay any such charge so long as (a) Borrower is contesting such charge in good faith and by appropriate proceedings, (b) Borrower maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Borrower immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Borrower's ability to apply for any applicable exemption from property taxes or other assessments and fees.

6.10 Insurance Coverage. Throughout the term of this Agreement Borrower shall comply with the insurance requirements set forth in Exhibit B, and shall, at Borrower's expense, maintain in full force and effect insurance coverage as specified in Exhibit B.

6.11 Property Damage or Destruction. If any part of the Project is damaged or destroyed, Borrower shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders or low-income housing tax credit investors providing financing for the Project impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

7. Recordation; Subordination. This Agreement shall be recorded in the Official Records of Alameda County. The City agrees that the City will not withhold consent to reasonable requests for subordination of this Agreement to deeds of trust provided for the benefit of lenders identified in the financing plan submitted to City for the Project, as such plan may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights.

8. Transfer and Encumbrance.

8.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to the Loan Agreement or this Agreement, Borrower shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property, the Project, or the improvements located on the Property, without the prior written consent of the City, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement or the Loan Agreement, Borrower shall not undergo any significant change of Borrowership without the prior written approval of City. For purposes of this Agreement, a "significant change of Borrowership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present Borrowership and /or control of Borrower, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

8.2 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of temporary or permanent easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the lease of individual residences to tenants for occupancy as their principal residence in accordance with the Regulatory Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition, construction or permanent financing of the Project and subject to the requirements of Article IX, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; (v) the admission of limited partners and any transfer of limited partnership interests in accordance with Borrower's agreement of limited partnership (the "**Partnership Agreement**"); (vi) the removal of Borrower's general partner by the investor limited partner for a default under the Partnership Agreement, provided that the replacement general partner is an entity reasonably satisfactory to City or is the investor limited partner or an affiliate of the investor limited partner that will serve as general partner for an interim period of no more than 180 days; or (vii) granting of a purchase option or right of first refusal and the exercise thereof resulting in a the transfer of the project or the limited partner's interest to a nonprofit entity that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, or to a limited liability company whose sole member is a nonprofit entity that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, provided such replacement general partner is reasonably satisfactory to City.

8.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole but

reasonable discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements or part thereof if all of the following requirements are met (provided however, the requirements of this Section 8.4 shall not apply to Transfers described in clauses (i), (ii), (iii), (v), and (vii) of Section 8.3, and solely with respect to removal of the general partner by the investor limited partner for a default under the Partnership Agreement, clause (vi) of Section 8.3, provided that the provisions of this Section 8.4 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (vi) of Section 8.3):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Borrower under this Agreement.

(ii) The Borrower and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Borrower under this Agreement and the other City Documents arising after the effective date of the Transfer and all obligations of Borrower arising prior to the effective date of the Transfer (unless Borrower expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Borrower's obligations pursuant to all conditions and restrictions set forth in the City Documents.

(iv) Except in the case of partnership interest Transfers, the Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

(v) The final form of the Partnership Agreement and any subsequent amendments that affect the City's economic interests under this Agreement or the City Documents shall be subject to City's review and approval. Amendments to the Partnership Agreement solely to effectuate Permitted Transfers shall not require the City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer, requested additional information regarding a proposed Transfer, or notified Borrower that City Council approval will be required in writing within sixty (60) days following City's receipt of written request by Borrower, the proposed Transfer shall be deemed approved provided that the provisions of this Section 8.4 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (vi) of Section 8.3 and replacement of the general partner with any entity other than the investor limited partner or any affiliate of the investor limited partner that will serve as general partner for an interim period of no more than 180 days).

8.4 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of the Property or the Project shall be deemed to relieve the Borrower or any other party from any obligation under this Agreement. It shall be an Event of Default hereunder entitling City to pursue remedies including without limitation, acceleration of the Loan and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Borrower assigns or Transfers this Agreement, the Improvements, or the Property in violation of Section 8. This Section 8.4 shall not apply to Transfers described in clauses (i), (ii), (iii), (iv), (v) and (vii) of Section 8.2. and solely with respect to the removal of the general partner by the investor limited partner for a default under the Partnership Agreement, clause (vi) of Section 8.2, provided that the provisions of this Section 8.3 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (vi) of Section 8.2.

8.5 Recovery of City Costs. Borrower shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery to Borrower of an invoice detailing such costs.

8.6 Encumbrances. Borrower agrees to use good faith commercially reasonable efforts to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property, the Project or part thereof for the benefit of a lender other than City ("**Third-Party Lender**") shall contain each of the following provisions: (i) Third-Party Lender shall use its best efforts to provide to City a copy of any notice of default issued to Borrower concurrently with provision of such notice to Borrower; (ii) City shall have the reasonable right, but not the obligation, to cure any default by Borrower within the same period of time provided to Borrower for such cure extended by an additional ninety (90) days; (iii) provided that City has cured any default under Third-Party Lender's deed of trust and other loan documents, City shall have the right to foreclose the Deed of Trust, and take title to the Project without acceleration of Third-Party Lender's debt; and (iv) City shall have the right to transfer the Project without acceleration of Third-Party Lender's debt to a nonprofit corporation or other entity which shall own and operate the Project as an affordable rental housing Project, subject to the prior written consent of the Third-Party Lender. Borrower agrees to provide to City a copy of any notice of default Borrower receives from any Third-Party Lender within five (5) business days following Borrower's receipt thereof.

8.7 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(i) The occurrence of a Transfer in violation of Section 8 hereof;

(ii) Borrower's failure to maintain insurance on the Property and the Project as required hereunder, and the failure of Borrower to cure such default within five (5) days;

(iii) Subject to Borrower's right to contest the following charges, Borrower's failure to pay taxes or assessments due on the Property or the Project or failure to pay any other charge that may result in a lien on the Property or the Project, and Borrower's failure to cure such default within thirty (30) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(iv) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(v) A default arises under the Loan Agreement, the Notes, or the Deed of Trust, and remains uncured beyond the expiration of any applicable cure period;

(vi) Borrower's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 9.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Borrower, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Borrower's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith, but in no event longer than ninety (90) days from receipt of the notice of default, unless City agrees to such longer period, in its reasonable discretion.

The limited partners of Borrower shall have the right to cure any default of Borrower hereunder upon the same terms and conditions afforded to Borrower; provided however, if the default is of such nature that the limited partners reasonably determine that it is necessary to replace the general partner of Borrower in order to cure such default, then the cure period shall be extended by an additional sixty (60) days after the removal and replacement of such general partner, provided that the limited partners have promptly commenced and diligently proceeded with all requisite actions to effect such removal and replacement. City shall provide a copy of any notice of default hereunder to the limited partners at the address set forth in Section 11.3 hereof, or to such other address provided to the City in writing, concurrently with the provision of such notice to Borrower.

9.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

(i) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

(ii) Accelerate and declare the balance of the Notes and interest accrued thereon immediately due and payable and proceed with foreclosure under the Deed of Trust;

(iii) For violations of obligations with respect to rents for Restricted Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent; and

(iv) Pursue any other remedy allowed under the City Documents or at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnity. To the greatest extent permitted by law, Borrower shall indemnify, defend and hold the Indemnitees harmless from and against all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Borrower's construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Borrower's indemnification obligations under this Section 10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement. City does not and shall not waive any rights against Borrower that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement.

10.1 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 10.1 shall apply to all provisions of this Agreement that pertain to Borrower's obligations to indemnify City and the other Indemnitees, including without limitation, Sections 2.7 and 10. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Borrower that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement;

(b) Borrower's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations (as defined in the Deed of Trust, or limiting the personal liability of Borrower, or any other party for payment of all or any part of the indebtedness evidenced by the Notes; (iv) the accuracy or inaccuracy of any representation and warranty made by Borrower under this Agreement or by Borrower or any other party under any City Document, (v) the release of Borrower or any other

person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for repayment of the indebtedness evidenced by the Notes; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the indebtedness evidenced by the Notes; and

(c) The obligations of Borrower to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the Notes, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Borrower of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
Attention: City Manager

Borrower: c/o Satellite Affordable Housing Associates
1835 Alcatraz Avenue
Berkeley, CA 94703
Attn: Eve Stewart, Senior Vice President of Real Estate Development

And

Interfaith Housing, Inc.
550 Hillcrest Avenue
Livermore, CA 94550
Attn: President

With a copy to:

Gubb & Barshay LLP
505 14th Street, Suite 450
Oakland, CA 94612
Attention: Erica Williams Orcharton

And a copy to Borrower's limited partner:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT #83146; 83452

With a copy to:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: SVP Asset Management

And:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. Fifth Street, Suite 5880
Los Angeles, California 90017
Attention: Rachel Rosner, Esq

11.4 Notice of Expiration of Term.

a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the City, and (iv) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the City Manager.

b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a), which would include the City Manager) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

11.5 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.6 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Borrower and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Borrower (except as expressly provided in this Agreement) or to any third party with respect to the Project. Borrower and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Borrower and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Borrower shall not have any authority to act as an agent of City or to bind City to any obligation.

11.7 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

11.8 Nonliability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Borrower or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Borrower or its successor or for any obligation of City under this Agreement.

11.9 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Livermore shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.10 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.11 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

11.12 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

11.13 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.14 Entire Agreement; Exhibits. This Agreement, together with the Loan Agreement, the Notes, and the Deed of Trust, contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A through C, attached hereto are incorporated herein by this reference.

11.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

11.16 Underwriting Standards. The City attests that the underwriting standards being utilized for this transaction are those that have been submitted and approved by the California Department of Housing and Community Development.

11.17 Special Provision. In the event that the Lender is no longer in operation, Borrower shall make all payments due to the California Department of Housing and Community Development.

SIGNATURES ON FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY:

CITY OF LIVERMORE,
a California municipal corporation

By: Marianna A. Burch

Print Name: Marianna A. Burch

Title: City Manager

ATTEST:

By:
City Clerk
Deborah Elam

APPROVED AS TO FORM:

Katherine Mirassou AAA
Deputy/Assistant/Senior Assistant/City Attorney
Katherine Mirassou

BORROWER:
Pac Avenue, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
a member and the manager

By:
Eve Stewart,
Senior Vice President of Real Estate Development

SIGNATURES MUST BE NOTARIZED.

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda }

On 3/27/2025 (Date) before me, Deborah S. Davis Notary Public (Here Insert Name and Title of the Officer)

personally appeared Marianna A. Burch (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DEBORAH S. DAVIS
Notary Public - California
Alameda County
Commission # 2357707
My Comm. Expires May 15, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Deborah S. Davis
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

On March 25, 2025 before me, L.S. Hix, Notary Public
(insert name and title of the officer)

personally appeared Eve Stewart,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. S. HIX
Notary Public - California
San Francisco County
Commission # 2509170
My Comm. Expires Feb 7, 2029

Signature _____ **(Seal)**

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

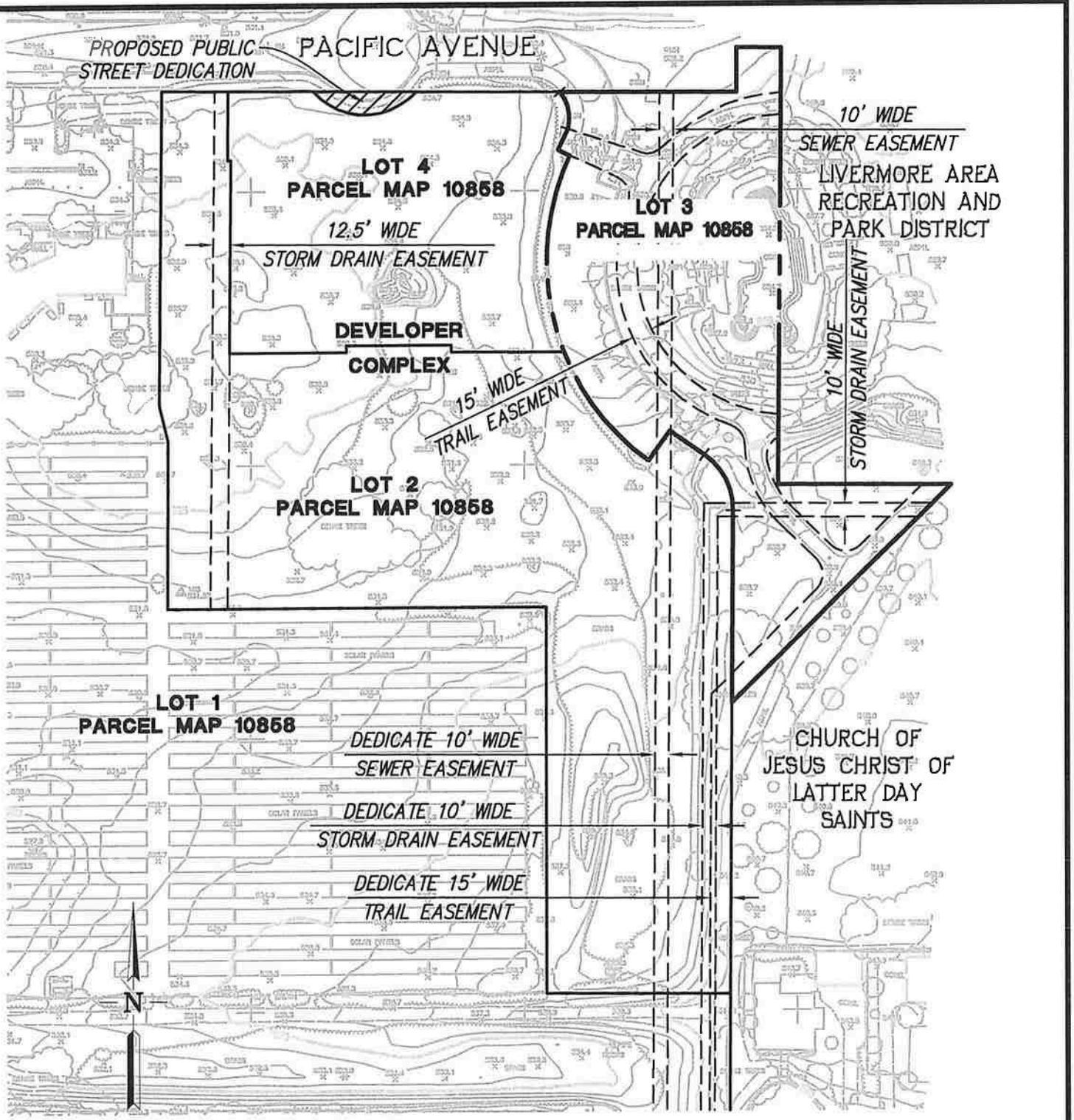
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2, OF PARCEL MAP 10858, FILED NOVEMBER 27, 2024, IN BOOK 360 OF PARCEL MAPS, AT PAGES 87, 88, and 89.

APN: a portion of 099-0950-008-02



SHEET 2

PLAT - PROPERTY

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-21-2023	151084-T50

G:\JOB2015\151084 T50 PACIFIC AVE SENIOR CITIZEN\CAD FILES\00-EXHIBITS\EXHIBIT B - PREMISES.DWG 3/22/2023 11:22:22 AM WILL BARTALINI

Exhibit B

Insurance Requirements

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Developer/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $3,000,000 per occurrence/**$6,000,000** aggregate for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Builders' Risk (also known as Course of Construction). Limit should be the same as total contract costs, including soft costs and business interruption. The City of Livermore shall be endorsed as Loss Payee.
3. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
4. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Developer/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
5. Property. Borrower is required to obtain and maintain property insurance coverage to cover full replacement value, to include improvements, and shall be written on an All Risk basis with a maximum deductible of $25,000 per property. If the Property is vacant and/or unoccupied for more than thirty (30) days, subject to market availability and cost, the borrower will obtain a Property Insurance policy including coverage for business interruption to cover the City's Interest. Borrower's policy must also include a business interruption provision to cover loan payments for twelve (12) to twenty-four (24) months if the property is damaged and cannot be sold or occupied. Additionally, the City must also be named as a Loss Payee by endorsement such as 438 BFU NS or similar.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Developer/Contractor; or automobiles owned, leased, hired, or borrowed by the Developer/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Developer's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Developer's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Developer/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

Exhibit C

Form of Annual Report

EXHIBIT C

LIVERMORE

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

Property Conditions

Property Name & Address	
Person Completing Report	
Date	
Report Period	

List any physical defects or major repair work undertaken within the reporting period:
Comments on any general management/performance issues within the reporting period:

Compliance with Required Number of Restricted Units

Total number of Restricted Units which are currently occupied (or reserved and available for occupancy):	
Number of vacant Restricted Units at the time of this report:	
I hereby certify that these units in the quantity listed above have been continuously designated as units for occupancy by Eligible Households during the reporting period:	
Name of Project Owner or Authorized Agent	Title

Compliance with Rent Limits

List below the current monthly rents of the Restricted Units as well as the prior rents (if increases were made during the report period). Complete attached Restricted Unit occupancy table.

Plan	Number of Bedrooms	Current Rent	Prior Rent	% Increase	Additional Fees Charged	Utility Allowance (if applicable) or Amount of Tenant Paid Utilities
I hereby certify that the rents for all Restricted Units did not exceed the levels authorized under the Regulatory Agreement/restrictive covenants with the City of Livermore during the reporting period:						
Name of Project Owner or Authorized Agent				Title		

LIVERMORE

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

Restricted Unit Occupancy Information

Unit #	Bdrms	Unit Income Level	Tenant Last Name/Identifier	Move-In Date	# in Household	Reported Annual Income	Effective Date of Current Rent	Tenant Paid Rent	Section 8? (Y/N)	Homeless Unit? (Y/N)

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.4**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Resolution adopting an updated policy for distribution of Tickets, Passes, and Gifts.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving an updated Policy for Distribution of Tickets, Passes, and Gifts to replace the policy previously adopted by Resolution No. 2010-056.

DECISION TYPE

Administrative

SUMMARY

The existing Tickets, Passes, and Gifts Policy was adopted in 2010. Since that time, applicable State laws and reporting requirements have changed. The proposed policy consolidates existing provisions, updates requirements to align with current law, and provides clearer guidance to staff regarding the acceptance and use of tickets, passes, and gifts.

DISCUSSION

In 2010, the City Council adopted Resolution No. 2010-056 (Attachment 1) establishing policies related to the acceptance and distribution of tickets, passes, and certain gifts. The policy provided direction consistent with applicable laws at that time.

Since adoption, State regulations, including those administered by the Fair Political Practices Commission (FPPC), have evolved. As a result, updates are necessary to ensure continued compliance and clarity. These updates are needed to conform with amendments in FPPC regulations, clarify definitions and treatment of tickets, passes, and gifts, ensure consistent administration of the policy, and provide clear guidance to city officials and staff.

The updated policy (Exhibit A) will:

- Update definitions consistent with State regulations
- Establish procedures for distribution and use of tickets and passes for public purpose

- Clarify how gifts to the City are handled and controlled
- Ensure compliance with FPPC reporting requirements

The updated policy replaces the prior policy adopted in 2010 and aligns with current law while maintaining appropriate use of tickets, passes, and gifts.

FISCAL AND ADMINISTRATIVE IMPACTS

None

COMMUNITY PILLAR

5: A City That Works

GOAL

16: Help preserve public resources and the community's confidence in the City's governance and operation by ensuring the City fulfills its legal obligations and makes well-informed policy decisions

ATTACHMENTS

1. 2010 Resolution and Policy
2. Resolution
3. Exhibit A - Policy and Forms

Prepared by: Deborah Davis
Executive Assistant

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and City Council

FROM: John Pomidor, City Attorney

SUBJECT: City Policy Regarding Distribution of Tickets, Passes, and Gifts

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution establishing a policy regarding distribution of tickets and passes to City officials, and acceptance and distribution of other gifts to the City.

SUMMARY

From time to time, public agencies like the City receive gifts, including tickets and passes to events or programs, which they can choose to distribute to officials, the public or staff. Typically, the gifts, tickets or passes are associated with business of the City in some way. So that the distribution of these items for legitimate City business purposes is not deemed to be a reportable gift or income, staff recommends the City Council adopt a resolution to establish a structured policy consistent with Fair Political Practices Commission (FPPC) Guidelines distributing gifts, tickets and passes to City officials.

DISCUSSION

Ticket and Pass Regulations and Policies

Section 18944.1 of the California Code of Regulations (the Regulations) governs distribution of tickets or passes by a public agency to its officials. That section outlines the conditions under which a ticket or pass, though given to an agency official, will not be treated as a reportable "gift" under the Regulations and the California Political Reform Act. It requires the official's governing body to adopt a policy regarding ticket and pass distribution and to post information on its website for each ticket that it distributes to any agency official.

MEETING DATE:	AGENDA ITEM:
03-22-10	4.08

The attached policy will govern the distribution of tickets and passes by the City. It will supersede any other City policies, practices or procedures relating to tickets or passes the City provides, whether the City initially obtains the tickets or passes, or they come to the City from a third party.

The City Manager will be responsible for administering the policy.

All tickets and passes a third party offers or provides the City or the City purchases or otherwise obtains will be subject to the following provisions:

1. The City will not accept any ticket or pass specifically earmarked for use by a particular City official whether by name or position, unless: (a) the ticket or pass is offered or provided to the City under the terms of a contract for use of City-owned property; (b) the ticket or pass is offered or provided to the City as a result of an official City event that the City controls; or (c) the ticket or pass is purchased by the City from the third party for full market value.
2. The City Manager (or her designee) will document receipt in writing of all such tickets.
3. The Manager will provide tickets and passes to City officials for legitimate public purposes, as set forth in the policy.
4. The Manager will decide, consistent with the policy, which City officials should be provided with a ticket or pass.
5. Within 30 days of distributing any ticket or pass, the Manager will complete and post an FPPC Form 802 on the City's website, to remain on the website for at least four years, with a hard copy of the form retained for a minimum of seven years.

Any ticket or pass given a City official by the City will not constitute a gift if provided and used by the City official for any of the following purposes:

1. Promotion of business activity, development, and/or redevelopment within the City.
2. Promotion of community resources and programs available to City residents, including those resources and programs involving charitable and non-profit organizations.
3. Promotion of City resources available to City residents.
4. Promotion of City-operated, sponsored or supported community programs.
5. Promotion of private facilities available for City residents' use, including facilities involving charitable and non-profit organizations.
6. Promotion of City facilities available for City residents' use.
7. Promotion of City growth and development.
8. Promotion of City tourism on a local, state, national or worldwide scale.

9. Promotion of City recognition, visibility or profile on a local, state, national or worldwide scale.
10. Promotion of open government by City official appearances, participation or availability at business and/or community events.
11. Promotion of the improvement of inter-governmental relations.
12. Attendance at events sponsored by other governmental agencies, industry groups and non-profit organizations for the purpose of meeting and conferring with other governmental officials or business representatives regarding issues of interest to, or affecting the City.
13. Increasing public exposure to, and awareness of, the various recreational, cultural, and educational venues and facilities available to the public within the City.
14. Encouraging or rewarding significant academic, athletic, or public service achievements by City students, residents or businesses; or
15. Recognizing contributions made to the City by former or current City Council Members or other City employees.

The following tickets and passes will be exempt from the provisions of the policy:

1. A ticket or pass received by a City official directly from a third party that the City official uses to perform a ceremonial role or function on behalf of the City.
2. A ticket or pass received by a City official from the City where both the City official and the City treat and report the value of the ticket or pass as income consistent with applicable state and federal income tax laws and the ticket is reported as income pursuant to the provisions of the policy.

The policy specifies that a City official who receives a ticket or pass may not transfer or sell it to any other person and still be within policy, unless it goes to a member of the City official's immediate family solely for their personal use.

Finally, a copy of the policy must be prominently posted on the City's website.

Gift Regulations and Policies

Regulations section 18944.2 covers gifts to the City. Gifts to the City, controlled by the City, and used for official business are not reportable for an individual public official or employee. The official or employee might derive benefit, but, so long as certain requirements are met in the acceptance and distribution of those gifts, they are not reportable. Like tickets, "agency" gifts are not reportable if the City has a policy defining that the City:

1. Receives and controls the gift.
2. Ensures that the gift is for official City business.
3. Maintains discretion to determine who will use the gift.

4. Ensures that any gift of travel is not used by a Councilmember, Planning Commissioner, the City Manager, City Treasurer, or City Attorney; and the gift does not exceed value set forth in the policy for travel expenses (the excess is reportable as a gift).
5. Memorializes in a public record the above information.

FISCAL AND ADMINISTRATIVE IMPACTS

None.

ATTACHMENTS

1. Draft Policies regarding gifts, tickets and passes.

Prepared by:

John Pomidor, City Attorney

DISTRIBUTION OF TICKETS OR PASSES POLICY

I. BACKGROUND

Section 18944.1 of the California Code of Regulations governs distribution of tickets or passes by a public agency to its officials. It sets forth the conditions under which a ticket or pass distributed to, or at the behest of, an agency official will not be treated as a gift under the Political Reform Act and FPPC regulations. It also requires the agency to adopt a policy governing ticket distribution and to post information on its website for each ticket that it distributes.

From time-to-time, the City may purchase or receive tickets or passes for admission to events. Accordingly, the City adopts this Policy, in compliance with Section 18944.1. This Policy will govern the distribution of tickets and passes by the City and supersede any other City policies, practices or procedures relating to tickets provided by the City to, or at the behest of, City Officials.

II. POLICY

A. Purpose of Policy

The purpose of this Policy is to ensure that all tickets and passes provided to the City shall be distributed so that they accomplish public purposes of the City, as identified in this Policy.

B. Application of Policy

1. As used in this Policy, the term "Ticket" shall mean: tickets or passes that provide admission to a facility or event for entertainment, amusement, recreation or similar purposes, and are obtained by the City through one of the following means:
   a. Gifted by an outside source;
   b. Purchased by the City;
   c. Given to the City under a contract for the use of public property;
   d. Made available to the City due to the City's control of the event.

2. This Policy does not apply to:
   a. Tickets provided to a City Official[1] by an outside source to an event at which the Official performs a ceremonial role or function on behalf of the City;
   b. Tickets provided to an Official by sources other than the City.

[1] The term "City Official" shall refer to the City's "Public Officials," as that term is defined in California Government Code §82048 and Fair Political Practices Commission Regulation §18701, and shall include all commission and board members, or other elected or appointed officials, and employees required to file an annual Statement of Economic Interests (FPPC Form 700).

c. Tickets for which the Official pays the City the value of the ticket.

C. Policy Provisions

1. Ticket Distribution. The City may distribute tickets to City Officials under the following conditions:

   a. The City Official treats the tickets as income consistent with applicable state and federal income tax laws; or
   b. The City Official uses, or directs, the tickets to be used for one or more of the following public purposes:

      1) Promotion of the City as a good place to live, work, do business or recreate;
      2) Recognition of exceptional City employees and community leaders for their contributions to the well-being of the City;
      3) Support of local, and locally active, non-profit organizations, and their programs, which are dedicated to charitable, educational, cultural and social service activities;
      4) Promotion of local and regional businesses, economic development and tourism activities within the City;
      5) Marketing of City-controlled or sponsored events, activities or programs;
      6) Attendance at events sponsored by other governmental agencies, industry groups and non-profit organizations for the purpose of meeting and conferring with other governmental officials or business representatives regarding issues of interest to, or affecting, the City;
      7) Information-gathering and education regarding matters of local, regional or state-wide concern that affect the City;
      8) Recognition of residents or local businesses, governmental agencies or community service organizations for providing services or benefits to the City, its residents or businesses;
      9) Promotion of City programs, resources or facilities available for public use;
      10) Exchange programs with foreign officials or dignitaries;
      11) Employment retention, recognition or appreciation; or
      12) Attendance of one member of the City Official's immediate family (spouse, child, or parent) to accompany the Official to any of the above events.

2. Prohibition Against Transfer. A City Official who receives a ticket pursuant to this Policy is prohibited from transferring or selling the ticket to any other person, except to a member of the Official's immediate family (spouse, child, or parent) for the family member's personal use.

3. City Manager Duties:

   a. The City Manager, or her designee, shall be responsible for implementing this Policy. The City Manager shall oversee the distribution of tickets in compliance with this Policy and is authorized to take all steps necessary to ensure that ticket recipients are aware of, and comply with, this Policy.
   b. The City Manager is designated as the "Agency Head" for purposes of completing and posting FPPC Form 802.
   c. In the event that the City Manager desires to obtain a ticket for his or her use, the City Council authorizes the City Manager to exercise the City's discretion in determining whether the City Manager's use of tickets is in accordance with this Policy.

4. Posting and Disclosure Requirements:

   This Policy shall be posted on the City's website. Within 30 days of distributing tickets pursuant to this Policy, the City Manager, or designee, shall complete FPPC Form 802 and post the completed form on the City's website.

Attachment: California Form 802

Tickets Provided by Agency Report

A Public Document

TICKETS PROVIDED BY AGENCY REPORT

1. Agency Name

Division, Department, or Region *(if applicable)*

Street Address

Area Code/Phone Number | E-mail

Agency Contact *(name and title)*

Date Stamp

California Form **802**

For Official Use Only

☐ Amendment *(Must explain in Part 5.)*

Date of Original Filing: _____ *(month, day, year)*

2. Event For Which Tickets Were Distributed

Date(s) of Event: ____/____/____ Description of Event: _____

____/____/____ Face Value of Ticket: $ _____

Agency Event ☐ Yes ☐ No (Identify source of tickets below.)

Name of Outside Source of Ticket(s) Provided to Agency: _____

Number of Tickets Received: _____ Ticket(s) Provided to Agency: ☐ Gratuitously ☐ Pursuant to Contract

3. Agency Official(s) Receiving Ticket(s) (use a continuation sheet for additional names)

Name of Official (Last, First)	Number of Tickets	State Whether the Distribution is Income to the Official or Describe the Public Purpose for the Distribution

4. Individual or Organization Receiving Ticket(s) (Provided at the behest of an agency official.)

Name of Behesting Agency Official: _____

Name of Individual or Organization: _____ Number of Tickets: _____

Description of Organization: _____

Address of Organization: _____
Number and Street City State Zip Code

Purpose for Distribution: (Describe the public purpose for the distribution to the organization.)

_____

5. Verification

I have determined that the distribution of tickets set forth above is in accordance with the provisions of FPPC Regulation 18944.1.

Signature of Agency Head or Designee | Print Name | Title | *(month, day, year)*

Comment: *(Use this space or an attachment for any additional information including amendment explanation.)*

_____

FPPC Form 802 (Feb/09)
FPPC Toll-Free Helpline: 866/ASK-FPPC (866/275-3772)

Tickets Provided by Agency Report

California Form 802

A Public Document

This form is for use by all state and local government agencies to disclose the distribution of tickets or passes that allow admission to facilities, events, shows, or performances for entertainment, amusement, recreational, or similar purposes. The agency must complete Form 802 identifying agency officials who receive tickets or passes from the agency as well as other individuals and organizations that receive tickets or passes at the behest of agency officials. Form 802 must be posted in a prominent fashion on the agency's website.

Gifts of Tickets or Passes to Public Officials
FPPC Regulation 18944.1 sets out the circumstances under which an agency's distribution of tickets or passes to or at the behest of an official in the agency does not result in a gift to the official. (Regulation 18944.1 is available on the FPPC website at www.fppc.ca.gov.) Even though the distribution of tickets or passes to a public official under the regulation is not a gift to the official, the agency must disclose the distribution on Form 802. The official does not have to disclose tickets or passes received or distributed under the regulation on his or her Statement of Economic Interests (Form 700), but tickets or passes received or distributed by the official that do not fall under the regulation may be subject to disclosure on the official's Form 700 and subject to gift limits.

Posting Form 802
The Form 802 must be posted on the agency's website within 30 days after the distribution. If the agency does not maintain a website, the form must be maintained by the agency as a public record, be available for public inspection and copying, and be forwarded to the FPPC for posting on its website.

Part 1. Agency Identification
List the agency's name, address and the name of an agency contact. Mark the amendment box if changing any information on a previously filed form and include the date of the original filing.

Part 2. Event For Which Tickets Were Distributed
Provide the date(s) of the event, a description of the event, and the face value (i.e. the cost to the public) of the ticket or pass. Check the box indicating whether the event was an "agency event" (such as a county fair, or an event for which the agency purchased tickets). If the agency received the tickets from an outside source, identify the source, the number of tickets received, and check the box to identify whether the tickets or passes were provided to the agency:

- Gratuitously; or
- Pursuant to a contract.

Part 3. Agency Official(s) Receiving Ticket(s)
Disclose the name of each agency official that received a ticket or pass and the number of tickets or passes the official received. Also state whether the distribution is income to the official or describe the public purpose for which the official received the tickets or passes.

Part 4. Individual or Organization Receiving Ticket(s)
If tickets or passes were distributed to an individual or organization outside the agency, at the behest of an official of the agency, provide the name of the official. Disclose the name(s) of the individuals(s) who received the tickets or passes and the number of tickets or passes provided. If the tickets or passes were provided to an organization, the agency may post the name, address, a description of the organization, and the number of tickets or passes provided to the organization in lieu of posting the name of each individual that received a ticket or pass. Also, describe the public purpose for the distribution to the individual or organization.

Part 5. Verification
The agency head or his or her designee must sign the form.

Privacy Information Notice
Information requested on all FPPC forms is used by the FPPC to administer and enforce the Political Reform Act (Government Code Sections 81000-91014 and California Code of Regulations Sections 18109-18997). All information required by these forms is mandated by the Political Reform Act. Failure to provide all of the information required by the Act is a violation subject to administrative, criminal, or civil prosecution. All reports and statements provided are public records open for public inspection and reproduction.

If you have any questions regarding this Privacy Act Notice, please contact the FPPC.

General Counsel
Fair Political Practices Commission
428 J Street, Suite 620
Sacramento, CA 95814
(916) 322-5660

GIFTS POLICY

I. POLICY STATEMENT

It is the policy of the City of Livermore, its officials and employees, to obey all applicable laws and requirements of the Political Reform Act relative to the acceptance of gifts. This policy is specific to the City of Livermore and the regulations prescribed herein are in addition to those mandated by the State of California, including those regulations related to what constitutes the receipt or acceptance of a gift. Nothing in this policy supersedes State law or Fair Political Practices Commission (FPPC) requirements. Employees are encouraged to review the appropriate regulations for specific information related to the Conflict of Interest Code and the filing of Statements of Economic Interest.

II. DEFINITION OF "GIFT"

For the purpose of this policy, a gift is any payment or other benefit that confers a personal benefit on the recipient for which they have not provided equal or greater consideration to the donor.

III. PROCEDURE

Gifts that are consumable or usable on the work premises may be accepted by an employee with the condition that they remain on the premises to be enjoyed by all.

Gifts with a fair market value of under $100.00 that are not consumable on the premises shall be returned to the gift giver, donated to the City for use by an employee program or as a door prize at a City event, or donated to a community organization. Such use is subject to Department Head review and approval.

Gifts with a fair market value of equal to or over $100.00, whether or not they are consumable on the work premises, are to be given to the "City of Livermore" as a whole, not to a specific employee or department. In this instance, the employee having possession of the gift is to transmit written documentation of such gift to the City Clerk's office, with a copy to their Department Head. Written documentation can be accomplished with the "Documentation of Gift Presented to the City of Livermore" form (sample attached) available from the City Clerk's office. With the exception of consumable items, under $100.00 in value, which may stay in the department to which they are given, the City (specifically the City Manager or her designee) will control how the gift is used or distributed.

A gift is considered to be received or accepted when the employee knows that he or she has either actual possession of the gift or has taken action exercising

direction or control over the gift, including discarding the gift or turning it over to another person.

IV. REPORTING REQUIREMENTS

Employees covered in the City's Conflict of Interest Code must comply with Fair Political Practices Commission requirements relative to filing an annual Statement of Economic Interests (Form 700). Contact the City Clerk's office for more information on filing requirements.

V. PURPOSE OF POLICY

The purpose of the procedure set forth in this policy is to establish a city-wide procedure pertaining to gifts to the City to implement procedures of section 18944.2 of Title 2 of the California Code of Regulations (hereinafter the "Regulations"). The Political Reform Act and section 18944.2 of the Regulations permit payments which constitute gifts under the Political Reform Act to be made to the City and thereafter used by officials or employees without these payments being considered "gifts" which must be reported on the official or employee's annual Conflict of Interest Statement, Form 700.

Except as provided in Section 18944.2, payments that are gifts within the meaning of the Political Reform Act (including payments for travel expenses) used by City officials or employees are generally considered gifts to those City officials and employees and generally must be reported on the annual conflict of interest statements filed by official and employees. Such gifts may give rise to conflict of interest issues; such gifts are also considered for purposes of the Political Reform Act limitations on the amount of gifts that an official or employee may receive from a single source. The current (2009) gift limitation is $420 per donor in a calendar year.

Section 18944.2 requires that, for a payment to be a gift to the City, the following requirements must be met:

A. City must receive and control the payment.
B. The payment must be used for official City business.
C. The City, in its sole discretion, must determine the specific official(s) or employee(s) who shall use the payment, provided that the donor may identify a specific purpose for the City's use of the payment, so long as the donor does not designate the specific official or officials who may use the payment.
D. Any gift of travel does not exceed the agency's reimbursement rates for travel, meals, and lodging, and other actual and necessary expenses, or if the agency has no standard policy or practice concerning reimbursement rates, the gift of travel does not exceed other specified standards. To the

extent that the amount of the gift of travel exceeds the amounts stated above, the difference shall be considered a reportable gift.

E. The City must memorialize the payment in a written public record which embodies the requirements set forth in 1 through 3 above.

The purpose of the procedure set forth in the following sections of this policy is to implement the provisions of Section 18944.2. Nothing in this policy is intended to alter, amend, or otherwise affect the obligations of City officials and employees under the Political Reform Act and implementing regulations or under the City's supplemental conflict of interest code.

VI. POLICY

A. Pursuant to Section 18944.2 of the California Code of Regulations and except as otherwise provided in the Political Reform Act and applicable FPPC regulations, the City shall not accept and process any gifts if the donor designates the specific official(s) or employee(s) who may use the gift. The donor of the gift may identify a specific purpose for the City's use of the gift so long as he or she does not designate the specific official(s) or employee(s) who may use the gift.

B. Under Section 18944.2, gifts of travel to the City may not be utilized by members of the City Council, members of the Planning Commission, the City Manager, the City Treasurer, or the City Attorney (Officials listed in Government Code Section 87200) and the City Manager's designee may not designate himself or herself as the office to use the gift of travel.

C. Gifts of travel, meals, and lodging, and other actual and necessary expenses associated with travel, shall be limited to the rates that City official and employees are reimbursed under the City's Expense Reimbursement Policy, as established by Resolution No. 2006-23, passed January 23, 2006, and amended from time to time. Pursuant to Section 18944.2, to the extent that the value of the gift of travel and related expenses exceeds the City's standard reimbursement rate, the difference shall be considered a reportable gift to the employee or official utilizing such gift.

VII. PROCEDURE: CITY MANAGER APPROVAL

The following procedures pertaining to gifts shall apply to all City officials and employees:

A. Any non-consumable gifts given to the City as a whole with no direction as to the specific official(s) or employee(s) who may use the gift, shall be forwarded to the City Manager or the City Manager's designee.

B. The City Manager or the City Manager's designee shall review each such gift and determine the specific official(s) or employee(s) who shall use the gift. The gift shall be used solely for official business.

C. The City Manager or the City Manager's designee shall memorialize that gift in a written public record in the form of a completed FPPC Form 801 (sample attached) or such other form(s) as the FPPC may designate. Within 30 days of receipt of the gift, the Form 801 shall be filed with, and thereafter maintained by, the City Clerk. The public record shall contain the following:

1. The identity of the donor and the official(s) and/or employee(s) or class of official(s) or employee(s) receiving or using the gift.
2. A description of the City's use and the nature and amount of gift.
3. A copy of this policy.

VIII. ALTERNATIVE PROCEDURE: COUNCIL REVIEW AND APPROVAL

As an alternative to the procedure set forth in Subsection C above, the City Manager may request that the Council determine the specific official(s) or employee(s) who shall use the gift. Upon the Council making such determination, the City Manager shall file the necessary forms specified in Subsection C above.

Attachments: Sample Letter Donating a Gift
California Form 801

SAMPLE LETTER DONATING A GIFT

Dear _____:

Thank you for the _____ (type of gift). Because of the City's policy regarding the acceptance of gifts under the Fair Political Practices Commission's regulations, we have donated your gift to _____ (name of charity), a local organization that assists less fortunate families in our community.

As the stewards of the public trust, we are sensitive to any public perceptions that may accompany public servants' acceptance of gifts. That concern motivates a policy that prohibits our acceptance of gifts or similar gestures.

Thank you for your thoughtfulness. Those served by _____ (name of charity), and therefore the entire community, will benefit from your gesture.

Sincerely,

Gift to Agency Report — A Public Document

GIFT TO AGENCY REPORT

1. Agency Name

Division, Department, or Region *(if applicable)*

Street Address

Area Code/Phone Number | E-mail

Agency Contact *(name and title)*

Date Stamp

California Form **801**

For Official Use Only

☐ **Amendment** *(explain in comment section)*

Date of Original Filing: _____ *(month, day, year)*

2. Donor Name and Address

☐ Individual _____ Last Name _____ First Name ☐ Other _____ Name

Address _____ City _____ State _____ Zip Code

If "Other" is marked, describe the entity's business activity (if business) or its nature and interests.

If applicable, identify the name of each source and the amount(s) solicited or received by the donor for this gift:

_____ Name $_____ Amount _____ Name $_____ Amount

3. Payment Information

Date and Amount of Payment *(other than travel)* _____ *(month, day, year)* $ _____ *(Round to whole dollars)*

Travel Payment Information *(Round to whole dollars)* **Location of Travel** _____

_____ Date(s) of Travel $_____ Transportation Expenses $_____ Lodging Expenses $_____ Meal Expenses $_____ Other Expenses $_____ Total Expenses

Provide a specific description of the nature and use of the payment for official agency business:

Identify the officials for whom the payment was used:

_____ Last Name _____ First Name _____ Title _____ Department/Division

_____ Last Name _____ First Name _____ Title _____ Department/Division

4. Verification

I have determined that it is in the interests of the agency to accept this gift and use it for the official agency business described above.

_____ Signature of Agency Head or Designee _____ Print Name _____ Title _____ *(month, day, year)*

Comment: *(Use this space or an attachment for any additional information.)*

_____

FPPC Form 801 (June/08)
FPPC Toll-Free Helpline: 866/ASK-FPPC (866/275-3772)

Gift to Agency Report Instructions

A Public Document

California Form 801

This form is for use by all state and local government agencies to disclose payments made to the agency when the payments provide a personal benefit to an official of the agency. Examples may include travel, meals or other benefits. Under certain circumstances, these payments will not result in a gift to the official, but will be considered a gift to the agency. The payments must be used for official agency business and must meet other requirements that are set out in FPPC Regulation 18944.2, which is available on the FPPC website *www.fppc.ca.gov*.

When to File

This form must be filed within 30 days of the use of the payment. Reports may be faxed, mailed, personally delivered or e-mailed.

Where to File

State Agencies: File this form with the Fair Political Practices Commission ("FPPC"), 428 J Street, Suite 620, Sacramento, CA 95814. Fax: 916-322-0886 E-mail: Form 801@fppc.ca.gov

Local Agencies: File this form with the official that maintains the agency's statements of economic interests (Form 700).

Website Posting: Each agency that maintains a website must also post the form or the information contained on the form on its website within 30 days of the use of the payment. Local agencies that do not maintain a website must forward the form to the FPPC for posting on its website.

Part 1. Agency Identification

List the agency's name and address and the name of an agency contact. Mark the amendment box if changing any information on a previously filed form and include the date of the original filing.

Part 2. Donor Information

Disclose the name and address of the donor. If the donor is not an individual, identify the business activity or nature and interests of the entity.

If the donor received payments from other sources that were used in connection with the activity, disclose the name and payment information for each source.

Part 3. Payment Information

Report the date and amount of each payment. For travel payments, also disclose the location(s), and a breakdown of the expenses. Provide a specific description of the use of the payment and the intended purpose. List each agency official for whom the payment was used.

Example: A business entity paid for an agency employee to travel to attend an informational seminar on solar energy projects in Washington D.C. The description should read: "Travel to attend an EPA co-sponsored solar energy seminar held in Washington, D.C."

Part 4. Verification

The agency head or his or her designee must sign the form.

General Information

Gifts to agencies must meet the following requirements:

- The agency head or designee must determine and control the agency's use of the payment.
- The payment must be used for official agency business.
- The donor may identify a purpose for the gift but may not designate by name, title, class or otherwise, an official who may use the payment.
- The agency official who determines who will use the payment may not select himself or herself.

Travel payments must also meet these requirements:

- A payment for travel may not be used by a state or local elected officer or by the state, county, and city officials who hold positions listed in Government Code Section 87200.
- A payment for travel may not exceed the agency's own reimbursement rates for travel, or the State per diem or IRS reimbursement rates if the agency has no policy.
- The agency head or designee must preapprove travel paid for by a third party before travel commences.

Travel payments made by a federal government agency in connection with education, training, or other inter-agency programs are not reportable.

For further information on filing this report or for general information, contact the FPPC.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING A POLICY FOR DISTRIBUTING TICKETS, PASSES, AND GIFTS TO CITY OFFICIALS

From time to time the City of Livermore (the "City") receives event tickets and passes from private third parties or obtains them directly for use by various City Officials.

Under §18944.1 of Title 2 of the California Code of Regulations ("Regulations"), such tickets and passes are defined as those that provide admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose.

The City intends to use and distribute such tickets and passes to further governmental and public purposes, such as the promotion of City businesses, resources, programs, and facilities.

Under §18944.1 of the Regulations, tickets and passes are not considered gifts to public officials if the City distributes the tickets and passes according to a duly adopted written policy consistent with §18944.1.

Under §18944.2 of the Regulations, a "gift" is considered a gift to the City/Agency when the donor has not designated by name, title, or otherwise, the official who may use the gift; the City Manager or designee makes the determination and controls the City's use of the gift; the gift is used for official City business; if a gift of travel, it is not used by a Councilmember, Planning Commissioner, the City Manager, City Treasurer or City Attorney; and the gift does not exceed the City's own reimbursement rate for travel. Like tickets, gifts to the City are not reportable if the City has adopted a written policy consistent with §18944.2.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the adopts the attached Exhibit A as its policy under Regulations Sections 18944.1 and -.2 regarding the handling of gifts, tickets and passes.

BE IT FURTHER RESOLVED that the City Manager is directed to and may amend the policy to be consistent with any amendments to §18944.1 and §18944.2, with certification by the City Attorney that any such amendments are made to be consistent with that section.

RESOLUTION NO. _____

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING A POLICY FOR DISTRIBUTING TICKETS, PASSES, AND GIFTS TO CITY OFFICIALS

From time to time the City of Livermore (the "City") receives event tickets and passes from private third parties or obtains them directly for use by various City Officials.

Under §18944.1 of Title 2 of the California Code of Regulations ("Regulations"), such tickets and passes are defined as those that provide admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose.

The City intends to use and distribute such tickets and passes to further governmental and public purposes, such as the promotion of City businesses, resources, programs, and facilities.

Under §18944.1 of the Regulations, tickets and passes are not considered gifts to public officials if the City distributes the tickets and passes according to a duly adopted written policy consistent with §18944.1.

Under §18944.2 of the Regulations, a "gift" is considered a gift to the City/Agency when the donor has not designated by name, title, or otherwise, the official who may use the gift; the City Manager or designee makes the determination and controls the City's use of the gift; the gift is used for official City business; if a gift of travel, it is not used by a Councilmember, Planning Commissioner, the City Manager, City Treasurer or City Attorney; and the gift does not exceed the City's own reimbursement rate for travel. Like tickets, gifts to the City are not reportable if the City has adopted a written policy consistent with §18944.2.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the adopts the attached Exhibit A as its policy under Regulations Sections 18944.1 and -.2 regarding the handling of gifts, tickets and passes.

BE IT FURTHER RESOLVED that the City Manager is directed to and may amend the policy to be consistent with any amendments to §18944.1 and §18944.2, with certification by the City Attorney that any such amendments are made to be consistent with that section.

RESOLUTION NO. _____

On motion of Councilmember _____, seconded by Councilmember _____, the foregoing Resolution was passed and adopted on March 22, 2010.

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

ATTEST:

_____
Susan Neer, City Clerk

APPROVED AS TO FORM

_____
John Pomidor, City Attorney

RESOLUTION NO. _____

Exhibit A to the Resolution

is Attachment 1 of the Staff Report

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING AN UPDATED POLICY FOR DISTRIBUTION OF TICKETS, PASSES, AND GIFTS TO CITY OFFICIALS

From time to time the City of Livermore (the "City") receives event tickets and passes from private third parties or obtains them directly for use by various City Officials.

Under Section 18946 of Title 2 of the California Code of Regulations ("Regulations"), such tickets are defined as anything that provides access, entry, or admission to a specific future event or function and for which similar tickets are sold to the public to view, listen to, or otherwise take advantage of the attraction or activity for which the ticket is sold and includes any benefits that the ticket provides. Passes are defined as a ticket that provides repeated access, entry, or admission to a facility or series of events and for which similar passes are sold to the public.

The City intends to use and distribute such tickets and passes to further governmental and public purposes, such as the promotion of City businesses, resources, programs, and facilities.

Under §18944.1 of the Regulations, tickets and passes are not considered gifts to public officials if the City distributes the tickets and passes according to a duly adopted written policy consistent with §18944.1.

Under §18944 of the Regulations, a "gift" is considered a gift to the City/Agency when the donor has not designated by name, title, or otherwise, the official who may use the gift; the City Manager or designee makes the determination and controls the City's use of the gift; the gift is used for official City business; if a gift of travel is not used by a Councilmember, Planning Commissioner, the City Manager, or City Attorney; and the gift does not exceed the City's own reimbursement rate for travel. Like tickets, gifts to the City are not reportable by the official who receives the gift if the City has adopted a written policy consistent with §18944.

In 2010, the City Council adopted Resolution No. 2010-056, which approved a policy for distributing tickets, passes, and gifts to City Officials consistent with the Regulations.

Since 2010, the relevant regulations have been amended by the Fair Political Practices Commission. The City therefore seeks to amend the policy for distributing tickets, passes, and gifts to City Officials to conform with state law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the City Council hereby adopts the Policy for Distribution of Tickets, Passes, and Gifts, attached hereto as Exhibit A, to replace the previously approved policies.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 27, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – Updated Distribution of Tickets, Passes, and Gifts Policy

DISTRIBUTION OF TICKETS, PASSES, AND GIFTS POLICY

II. BACKGROUND

Section 18944.1 of the California Code of Regulations[1] governs distribution of tickets or passes by a public agency to its officials. It sets forth the conditions under which a ticket or pass distributed to, or at the behest of, an agency official will not be treated as a gift under the Political Reform Act (PRA) and Fair Political Practices Commission (FPPC) regulations. It also requires the agency to adopt a policy governing ticket distribution and to post information on its website for each ticket that it distributes.

Section 18944 permits payments which constitute gifts under the PRA to be made to the City and thereafter used by City Officials without these payments being considered "gifts" which must be reported on the City Official's annual Statement of Economic Interests, Form 700.

From time-to-time, the City may purchase or receive tickets or passes for admission to events or receive gifts for City use. Accordingly, the City adopts this Policy in compliance with §18944.1 and §18944. This Policy governs the distribution of tickets and passes and receipt of gifts by the City and supersede any other City policies, practices or procedures relating to these subjects.

Nothing in this policy supersedes State law or FPPC requirements. Employees are encouraged to review the appropriate regulations for specific information related to the Conflict of Interest Code and the filing of Statements of Economic Interests.

II. POLICY

A. Purpose of Policy

The purpose of this Policy is to ensure that all tickets, passes, and gifts provided to the City be distributed so that they accomplish public purposes of the City, as identified in this Policy, and in accordance with §18944.1 and §18944. Tickets and passes that are distributed and meet the requirements of this Policy will not result in a gift to the City Official who receives the ticket.

B. Definitions

1. "Pass" – A ticket that provides repeated access, entry, or admission to a facility or series of events and for which similar passes are sold to the public.

2. "Ticket" – Anything that provides access, entry, or admission to a specific future event or function and for which similar tickets are sold to the public to view, listen to, or otherwise take advantage of the attraction or activity for which the ticket is sold and includes any benefits that the ticket provides. For purposes of this Policy, the term "ticket" shall include "pass" as defined herein.

3. "Ticket Distribution Coordinator" or "TDC" – The City Manager or designee(s).

4. "City Official" – Every member, officer, or full-time employee of the City of Livermore, as defined in §18700 and Government Code §82048. Such term shall include, but is not

[1] All sections in this policy refer to the California Code of Regulations unless otherwise stated.

limited to, any City Council Member or other appointed official or employee required to file an FPPC Form 700.

5. "Immediate family" – The spouse and dependent children of the City Official. The term "spouse" includes registered domestic partners recognized by State law. The term "dependent children" shall mean a child, including an adoptive child or stepchild, of a City Official who is under eighteen (18) years old and who the City Official is entitled to claim as a dependent on that City Official's Federal tax returns.

6. "Gift" – Any payment, benefit, or item of value received without equal or greater consideration in return.

C. Ticket and Pass Policy

1. Application of Policy.

   a) This Policy applies only to a ticket provided by the City to, or at the behest of, City Officials.
   b) This Policy does not apply to:
      i. Tickets provided to a City Official by an outside source to an event at which the Official performs a ceremonial role or function on behalf of the City;
      ii. Tickets provided to an Official by sources other than the City.
      iii. Tickets for which the Official pays the City the value of the ticket within 30 days of receipt of the ticket.

2. Receiving Tickets and Passes.

   When any City employee or department receives tickets intended for City use, the ticket must be forwarded immediately to the City Manager or designee for processing. The City Manager will make all determinations for use of tickets in accordance with §18944.1 and this Policy. The following information must be provided to the City Manager: (1) Source of ticket or pass and (2) Stated purpose of the donation (if any).

3. Ticket Distribution.

   a) The City may distribute tickets to City Officials under the following conditions:
      i. The City Official treats the tickets as income consistent with applicable state and federal income tax laws; or
      ii. The City Official uses, or directs, the tickets to be used for one or more of the following public purposes:
         1) Promotion of the City as a good place to live, work, do business or recreate;
         2) Recognition of exceptional City employees and community leaders for their contributions to the well-being of the City;
         3) Support of local, and locally active, non-profit organizations, and their programs, which are dedicated to charitable, educational, cultural and social service activities;
         4) Promotion of local and regional businesses, economic development and tourism activities within the City;
         5) Marketing of City-controlled or sponsored events, activities or programs;
         6) Attendance at events sponsored by other governmental agencies, industry groups and non-profit organizations for the purpose of meeting and conferring

with other governmental officials or business representatives regarding issues of interest to, or affecting, the City;
7) Information-gathering and education regarding matters of local, regional- or state-wide concern that affect the City;
8) Recognition of residents or local businesses, governmental agencies or community service organizations for providing services or benefits to the City, its residents or businesses;
9) Promotion of City programs, resources or facilities available for public use;
10) Exchange programs with foreign officials or dignitaries;
11) Employment retention, recognition or appreciation; or
12) Attendance of one member of the City Official's immediate family or one guest to accompany the Official to any of the above events.

b) Tickets will be distributed by the Ticket Distribution Coordinator in accordance with this policy.

4. Prohibition Against Disproportionate Use.

The TDC is responsible for ensuring tickets under this Policy are available to all City Officials, regardless of status or department. Tickets must not be distributed disproportionately for use by a member of the City Council or an advisory body, the City Manager, the City Attorney, or a Department head.

5. Prohibition Against Transfer.

A City Official who receives a ticket pursuant to this Policy is prohibited from transferring or selling the ticket to any other person, except to a member of the Official's immediate family for the family member's personal use or to no more than one guest solely for their attendance at the event.

D. Gift Policy

1. Application of Policy.

This Policy does not apply to gifts received by individual City Officials for personal use. For gifts received by individual City Officials for personal use, please consult with the City Attorney's Office.

2. Receiving Gifts.

When any City employee or department receives gifts intended for City use, the item must be forwarded immediately to the City Manager or designee for processing. The City Manager will make all determinations for use of items in accordance with §18944 and this Policy.

3. Gifts To The City.

a) Gifts that are consumable or usable on work premises may be accepted by a City Official, provided the item remains in the workplace and is made available for the shared benefit of all City staff in that location.

b) Non-consumable gifts with a fair market value of less than $100.00 may not be kept by an individual City Official. These gifts must be returned to the donor or used for the following: (1) Employee program, (2) Door prize at a City-sponsored event, or (3) Donation to a community organization.
c) Gifts with a fair market value of $100.00 or more, whether they are consumable or not, are to be given to the “City of Livermore” as a whole, not to a specific City Official or department. The City Official who received or becomes aware of such a gift must complete Form 801 and file it with the City Clerk with a copy to their department head.
d) Except for consumable items under $100.00 in value, the City Manager determines how the gift is to be distributed.

4. Gifts of Travel.

a) Travel-related gifts may not exceed City reimbursement rates. Excess amounts must be treated as personal reportable gifts. Form 801 is required for all travel-related gifts to the City.
b) Gifts of travel may not be utilized by members of the City Council, members of the Planning Commission, the City Manager, or the City Attorney (Officials listed in Government Code Section 87200) and the City Manager’s designee may not designate themselves as the office to use the gift of travel.

E. City Manager Duties

1. The City Manager, or their designee, shall be responsible for implementing this Policy.
2. The City Manager is designated as the "Agency Head" for purposes of ensuring posting of FPPC Forms 801 and 802.
3. In the event that the City Manager desires to obtain a ticket for their use, the City Council authorizes the City Manager to exercise the City's discretion in determining whether the City Manager's use of tickets is in accordance with this Policy.

F. Disclosure and Review Requirements

1. This Policy shall be posted on the City's website.

2. The City Clerk is responsible for posting all required FPPC forms and ensuring compliance with the law and regulations. Within 30 days of distributing tickets pursuant to this Policy, the City Clerk shall complete FPPC Forms 801 and 802 and post the completed forms on the City's website.

3. These procedures shall be reviewed every two years by the AR Manager and updated as needed to maintain compliance with State law and City policy.

Attachments:

California Forms 801 and 802

Payment to Agency Report

A Public Document

PAYMENT TO AGENCY REPORT

California Form 801

For Official Use Only

Date Stamp

1. Agency Name

Division, Department, or Region (if applicable)

Street Address

Area Code/Phone Number | **Email**

Agency Contact (name and title)

☐ **Amendment** (explain in comment section)

Date of Original Filing: _____ (month, day, year)

2. Donor Name and Address

☐ Individual _____ (Last Name) _____ (First Name) ☐ Other _____ (Name)

_____ (Address) _____ (City) _____ (State) _____ (Zip Code)

If "Other" is marked, describe the entity's business activity (if business) or its nature and interests.

→ If applicable, identify the name of each source and the amount(s) received by the donor for this payment:

_____ (Name) $_____ (Amount) _____ (Name) $_____ (Amount)

3. Payment Information (Complete Sections 3.1 (a or b), 3.2, 3.3)

3.1 (a) Travel Payment

_____ (Location of Travel) _____ (Dates (month, day, year))

_____ (Transportation Provider) ☐ Rail ☐ Air ☐ Bus ☐ Auto ☐ Other (Check Applicable Boxes) _____ (Name of Lodging Facility)

$_____ (Lodging Expenses) $_____ (Meal Expenses) $_____ (Transportation Expenses) $_____ (Other Expenses) $_____ (Total Expenses)

3.1 (b) Payment(s) not related to travel:

_____ (Dates (month, day, year)) $ _____ (Total Expenses)

3.2. Payment Description. Provide a specific description of the payment and its agency purpose and use.

3.3. Identify the officials who used the payment in Section 3.1 (See instructions)

_____ (Last Name) _____ (First Name) _____ (Position/Title) _____ (Department/Division)

_____ (Last Name) _____ (First Name) _____ (Position/Title) _____ (Department/Division)

4. Verification

I authorized the acceptance of the reported payment(s) as in compliance with FPPC regulations.

_____ (Signature) _____ (Print Name) _____ (Title) _____ (month, day, year)

Comment:

(Use this space or an attachment for any additional information)

Clear Page | Print Form

Payment to Agency Report Instructions

A Public Document

California Form 801

This form is used to report certain payments received by state and local government agencies. It includes:

- a payment for an official's travel expenses for the purpose of facilitating the public's business in lieu of a payment using agency funds; and
- a payment that would otherwise be considered a gift or income to the benefiting official, but is instead accepted on behalf of the agency.

FPPC Regulations 18944 and 18950.1 provide a procedure that state and local agencies may use to disclose payments used for agency purposes and paid by a third party. The regulations' reporting procedures provide an alternative means to disclose a payment that may otherwise be considered income or a gift to a benefitting employee and subject to reporting on a Statement of Economic Interest, Form 700.

When and Where to File

An agency accepting a payment pursuant to Regulation 18944 and 18950.1 must complete Form 801 for each payment received regardless of the amount. The form must be maintained as a public document. If payments aggregate $2,500 or more in a calendar quarter, website posting is required.

Website Posting:

State Agencies
Within 30 days after the end of a calendar quarter if aggregated reported payments, for travel and non-travel purposes, total $2,500 or more:

- the agency must post the reports (or a report summary) on the agency website; and
- forward the information to the FPPC which will also post the information.

Local Agencies
The website posting rules differ for travel and non-travel payments.

Travel
Within 30 days after the end of a calendar quarter if aggregated reported payments total $2,500 or more:

- the agency must post the reports (or a report summary) on the agency website; and
- forward the information to the FPPC.

Payments Not Related to Travel
The agency's filing officer for Statement of Economic Interests, Form 700, must receive the report. Within 30 days after the end of a calendar quarter if aggregated reported payments total $2,500 or more, the local agency must post the information on the local agency website. A report is not sent to the FPPC unless the agency does not have a website.

Postings must be displayed in a prominent manner and easily accessible. Reports may be posted earlier.

FPPC: Statements should be emailed to form801@fppc.ca.gov. Statements may also be mailed to 1102 Q Street, Suite 3050, Sacramento, CA 95811 or faxed to (916) 322-3711.

Part 1. Agency Identification
List the agency's name and address and the name of an agency contact. Mark the amendment box if changing any information on a previously filed form and include the date of the original filing.

Part 2. Donor Information
Disclose the name and address of the donor. If the donor is not an individual, identify the business activity or nature and interests of the entity.

If the donor received funds from other sources that were used in connection with the payment, disclose the name and payment information for each source.

Part 3. Payment Information
Expenses may be rounded to whole dollars.

Section 3.1.a. Itemize travel payments including departure and return dates. Complete all fields, use "n/a" appropriately. Total the expenses for items such as taxi rides, gratuities, and rental cars in the "other" field and describe in the comments section.

Section 3.1.b. Report agency payments that are not travel related.

Section 3.2. Description

All payments must include a specific description of the use of the payment and the intended purpose for agency business. For example, a travel payment may read: Travel to attend an EPA co-sponsored solar energy seminar in Washington D.C.

Section 3.3. Identify Officials
Travel Payments: The name of the position/title and department of each official who used the payment is required. List the official's name if he/she is an elected or appointed official. It is not required to list the names of other officials, rather insert "n/a." Do not leave blank.

Non-Travel Payments: The name, position/title and department of the agency official who used the payment must be identified. All officials' names are required.

Part 4. Verification

Verification of travel payments must be signed by an authorized agency official. Such individuals are those who have the authority to approve similar travel payments when made with agency funds.

Verification of non-travel payments must be signed by the agency head.

EXHIBIT A

Agency Report of: Ceremonial Role Events and Ticket/Pass Distributions

A Public Document

1. Agency Name

Division, Department, or Region *(if applicable)*

Designated Agency Contact *(Name, Title)*

Area Code/Phone Number | E-mail

Date Stamp

California Form **802**

For Official Use Only

☐ **Amendment** *(Must Provide Explanation in Part 3.)*

Date of Original Filing: _____ *(month, day, year)*

2. Function or Event Information

Does the agency have a ticket policy? Yes ☐ No ☐ Face Value of Each Ticket/Pass $ _____

Event Description: _____ *Provide Title/ Explanation* Date(s) ___ ___ ___ ___ ___ ___

Ticket(s)/Pass(es) provided by agency? Yes ☐ No ☐ If no: _____ *Name of Source*

Was ticket distribution made at the behest of agency official? Yes ☐ No ☐ If yes: _____ *Official's Name (Last, First)*

3. Recipients

• Use Section A to identify the agency's department or unit. • Use Section B to identify an individual. • Use Section C to identify an outside organization.

A. Name of Agency, Department or Unit	Number of Ticket(s)/ Passes	Describe the public purpose made pursuant to the agency's policy

B. Name of Individual *(Last, First)*	Number of Ticket(s)/ Passes	Identify one of the following:
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*

C. Name of Outside Organization (include address and description)	Number of Ticket(s)/ Passes	Describe the public purpose made pursuant to the agency's policy

4. Verification

I have read and understand FPPC Regulations 18944.1 and 18942. I have verified that the distribution set forth above, is in accordance with the requirements.

Signature of Agency Head or Designee | Print Name | Title | *(month, day, year)*

Comment: _____

Print Clear

EXHIBIT A

Agency Report of: Ceremonial Role Events and Ticket/Pass Distributions Continuation Sheet

California Form 802

A Public Document

Agency Name

3. Recipients

•Use Section A to identify the agency's department or unit. •Use Section B to identify an individual. •Use Section C to identify an outside organization.

A. Name of Agency, Department or Unit	Number of Ticket(s)/ Passes	Describe the public purpose made pursuant to the agency's policy

B. Name of Individual *(Last, First)*	Number of Ticket(s)/ Passes	Identify one of the following:
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*

C. Name of Outside Organization (include address and description)	Number of Ticket(s)/ Passes	Describe the public purpose made pursuant to the agency's policy

Print Clear

Agency Report of:
Ceremonial Role Events and Ticket/Pass Distributions

EXHIBIT A
California Form 802
A Public Document

This form is for use by all state and local government agencies. The form identifies persons that receive admission tickets and passes and describes the public purpose for the distribution. This form was prepared by the Fair Political Practices Commission (FPPC) and is available at www.fppc.ca.gov.

General Information

FPPC Regulation 18944.1 sets out the circumstances under which an agency's distribution of tickets to entertainment events, sporting events, and like occasions would not result in a gift to individuals that attend the function. In general, the agency must adopt a policy which identifies the public purpose served in distributing the admissions. The Form 802 serves to detail each event and the public purpose of each ticket distribution. FPPC Regulation 18942 lists exceptions to reportable gifts, including ceremonial events, when listed on this form.

When the regulation procedures are followed, persons, organizations, or agencies who receive admissions are listed on a Form 802. Agency officials do not report the admissions on the official's Statement of Economic Interests, Form 700, and the value of the admission is not subject to the gift limit.

The Form 802 also informs the public as to whether the admissions were made at the behest of an agency official and whether the behested tickets were provided to an organization or to specific individuals.

Exception

FPPC This form is not required for admission provided to a school or university district official, coach, athletic director, or employee to attend an amateur event performed by students of that school or university.

Reporting and Public Posting

Ticket Distribution Policies: An agency must post its ticket policy on its website within 30 days of adoption or amendment and e-mail a link of the website location to FPPC at form802@fppc.ca.gov.

Form 802: The use of the ticket or pass under the policy must be reported on Form 802 and posted on the agency's website within 45 days of distribution. A link to the website location of the forms must be e-mailed to FPPC at form802@fppc.ca.gov.

The FPPC will post on its website the link to each agency's policy and completed forms. It is not necessary to send an e-mail each time a new Form 802 is posted. It is only necessary to submit the link if the posting location changes.

This form must be maintained as a public document.

Privacy Information Notice

Information requested by the FPPC is used to administer and enforce the Political Reform Act. Failure to provide information may be a violation subject to administrative, criminal, or civil penalties. All reports are public records available for inspection and reproduction. Direct questions to FPPC's General Counsel.

Instructions

Part 1. Agency Identification:
List the agency's name. Provide a designated agency contact person, their phone number, and e-mail address. Mark the amendment box if changing any information on a previously filed form and include the date of the original filing.

Part 2. Function or Event Information:
Confirm that your agency has a policy for ticket distribution. Unless the ceremonial role or income box in Part 3, Section B, is marked, this form is only applicable if your agency has a policy.

Complete all of the other required fields that identify the ticket value, description of event, date(s) and whether the ticket was provided by the agency or an outside source. If an agency official behests the tickets, the official's name is also required. Use the comment field or an attachment to explain in full.

Part 3. Ticket Recipients:
This part identifies who uses the tickets. The identification requirements vary depending upon who received the tickets and are categorized into three sections. Each section must list the number of tickets received. Use the comment field or an attachment to explain in full.

Section A. Report tickets distributed to agency staff, other than an elected official or governing board member, pursuant to the agency's policy. It is not necessary to list each employee's name, but identify the unit/department for which the employee works. The agency must describe the public purpose associated with the ticket distribution. A reference to the policy is permissible.

Section B. Report: 1) any agency official who performs a ceremonial role; 2) any agency official who reports the value as income; or 3) tickets used by elected officials and governing board members (including those distributed pursuant to the agency's policy).

Section C. Report tickets provided to an organization. The organization's name, an address (website url is permissible), and a brief description of the public purpose are required.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.5**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution authorizing the execution of an agreement with RingCentral, Inc. for a five-year term for Unified Communications Services (RingEX) in an amount not-to-exceed $750,000

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing an agreement with RingCentral, Inc. for unified communications services (RingEX) for a five-year term, in an amount not-to-exceed $750,000.

DECISION TYPE

Administrative

SUMMARY

The City's current telecommunications system, Mitel, is outdated and does not support Enhanced 911 (E911), which provides accurate caller location information to emergency responders. Enhanced 911 (E911) is mandatory in California to reduce response times in large buildings and remote workplaces. RingCentral, Inc. will replace the City’s Mitel telecommunications system with a modern, E911 compliant, cloud-based unified communications system.

The proposed five-year agreement will provide improved reliability, enhanced functionality, and E911 compliance. The total contract amount is not-to-exceed $750,000 over the term, including equipment, services, taxes, and fees. The agreement is procured through OMNIA Partners Cooperative Contract No. R241104.

DISCUSSION

RingCentral, Inc. will replace the City’s existing Mitel telecommunications system with a modern, cloud-based unified communications platform that integrates voice, messaging, and collaboration tools. This transition addresses critical deficiencies in the current system, most notably the lack of E911 capability, which is essential for providing accurate caller location information to emergency responders and

improving public and employee safety. In addition to achieving E911 compliance, the new system will modernize the City's communications infrastructure, improve reliability by reducing dependence on aging on-premises equipment, and provide greater flexibility to scale services as operational needs evolve.

Staff evaluated the following three telecommunications systems: Zoom, RingCentral, and GoTo Meeting, based on their ability to integrate with the City's existing systems. Staff assessed the three platforms for functionality, compatibility, and total cost of ownership. Based on that evaluation, staff concluded RingCentral provides the best overall value, offering the most robust features at the lowest total cost over time.

FISCAL AND ADMINISTRTIVE IMPACTS

The proposed agreement with RingCentral, Inc. includes both one-time and ongoing costs associated with the implementation and operation of a new unified communications system. Initial costs include approximately $55,474 for equipment and setup, along with ongoing monthly service costs of approximately $6,934; applicable taxes will be added to these amounts. Over the five-year term, the total contract amount is not-to-exceed $750,000, which includes services, equipment, taxes, fees, and allows for future expansion. The one-time and annual costs for the RingCentral system are included in the City's IT Fund budget.

From an administrative perspective, the transition to a cloud-based system is expected to reduce the City's reliance on aging on-premise infrastructure, lower maintenance demands, and improve overall system reliability and scalability. The upgrade will also ensure compliance with Enhanced 911 (E911) requirements, improving emergency response capabilities, and reducing operational risk.

COMMUNITY PILLAR

5: A City That Works

GOAL

11: Modernize key business systems and processes to increase efficiency and improve transparency

ATTACHMENTS

1. Resolution
2. Exhibit A - RingCentral Initial Order Form

Prepared by: Paul Galick
Acting IT Manager

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH RINGCENTRAL, INC. FOR A FIVE-YEAR TERM FOR UNIFIED COMMUNICATIONS SERVICES (RINGEX) IN AN AMOUNT NOT-TO-EXCEED $750,000

The current telecommunications systems, Mitel, is outdated and does not support Enhanced 911 (E911), which is mandatory in California, and critical for providing accurate caller location information to emergency responders. . It is mandated to reduce response times in large buildings and remote workplaces, complying with federal laws like Kari's Law and RAY BAUM's Act.

RingCentral, Inc. will replace the City's existing Mitel telecommunications system with a modern, cloud-based unified communications platform (RingEX) that integrates voice, messaging, and collaboration tools. This transition addresses critical deficiencies in the current system, most notably the lack of E911 capability, which is essential for providing accurate caller location information to emergency responders and improving public and employee safety. In addition to achieving E911 compliance, the new system will modernize the City's communications infrastructure, improve reliability by reducing dependence on aging on-premises equipment, and provide greater flexibility to scale services as operational needs evolve.

The proposed agreement with RingCentral, Inc. includes both one-time and ongoing costs associated with the implementation and operation of a new unified communications system. Initial costs include approximately $55,474 for equipment and setup, along with ongoing monthly service costs of approximately $6,934; applicable taxes will be added to these amounts. Over the five-year term, the total contract amount is not-to-exceed $750,000, which includes services, equipment, taxes, fees, and potential future expansion. The agreement is procured through OMNIA Partners Cooperative Contract No. R241104.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it:

1. Authorizes the City Manager to execute a purchase order with RingCentral, Inc. in an amount not-to-exceed $750,000.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 27, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – RingCentral Initial Order Form

EXHIBIT A

RingCentral

INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (**"RingCentral"**) and **City of Livermore** (**"Customer"** or **"You"**) (together the **"Parties"**), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at https://www.ringcentral.com/legal/eulatos.html, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the **"Agreement"**). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to "RingCentral MVP", whether in terms of service, advertising or product descriptions, mean "RingEX".

Customer
City of Livermore

1052 S Livermore Ave
Livermore, CA 94550
United States

Lorraine Purcell
(925) 960-4000
lwpurcell@livermoreca.gov

Service Provider
RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: Effective as of the last date of signature below

Initial Term: 60 Months

Renewal Term: 60 Months

Payment Schedule: Monthly

RingEX Services

Recurring Services			
Summary of Service	**Qty**	**Rate**	**Subtotal**
DigitalLine Unlimited Advanced	**438**	**$12.99**	**$5,689.62**
DigitalLine Unlimited Advanced		$8.49	
Compliance and Administrative Cost Recovery Fee		$3.50	
e911 Service Fee		$1.00	
DigitalLine Basic	**110**	**$8.49**	**$933.90**
DigitalLine Basic		$3.99	
Compliance and Administrative Cost Recovery Fee		$3.50	
e911 Service Fee		$1.00	
AI Receptionist License	**1**	**$15.60**	**$15.60**
AI Receptionist 100-minute bundle	**10**	**$18.87**	**$188.70**
Additional Local Number	**217**	**$0.49**	**$106.33**
		Monthly Recurring Services*	**$6,934.15**

EXHIBIT A

One-Time Items			
Summary of Item(s)	**Qty**	**Rate**	**Subtotal**
Poly Trio C60 Smart Conference Phone	**21**	**$556.41**	**$11,684.61**
Poly Edge E220 IP Phone	**388**	**$75.99**	**$29,484.12**
Poly Edge E550 IP Phone	**45**	**$162.69**	**$7,321.05**
Poly 402 ATA	**1**	**$50.49**	**$50.49**
		One-Time Total	**$48,540.27**

Total Initial Amount	**$55,474.42**

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the Customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, itwill be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the Customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Free Services Amount

You will receive 38,397.15 US Dollars (the "**Free Service Amount**"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. You will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

Customer Reference. Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer's use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at https://www.ringcentral.com/legal/add-on-services.html.

Special Terms & Notes

Cooperative Contract

1. **Applicable Agreement.** This Order Form is subject to the terms and conditions specified in the RingCentral Master Services Agreement ("**MSA**") incorporated into the Region 4 Education Service Center (ESC) Contract No. R241104 for Unified Communications as a Service (UCaaS) with RingCentral Inc. (effective May 1, 2025) at pages 107 through 148, found at: https://public.omniapartners.com/suppliers/ringcentral/contract-documentation#c38627, and administered by OMNIA Partners for Region 4 ESC.
2. A separately executed MSA is NOT required between the OMNIA Partners Participant and RingCentral. The following Attachments to the MSA are incorporated into and form a part of the MSA applicable to this Order Form:
   - Exhibit A – Definitions
   - Attachment A – RingEX Services
   - Attachment G – Security Addendum
3. Contract No. R241104 must appear on:
   a. RingCentral quotations to the OMNIA Partners Participant;
   b. The OMNIA Partners Participant's Purchase Order; and
   c. The RingCentral invoice.
4. Participating Public Agency must issue RingCentral a purchase order (or similar document) for all purchases, including any subsequent purchases made through the RingCentral Administrative Portal.
5. Venue and Choice of Law is CA.
6. **Renewal.** Participating Public Agency may continue to renew its subscription with RingCentral under OMNIA Contract No. R241104 until it expires. Subscription terms that exceed the OMNIA Contract R241104 term shall remain valid, subject to any

EXHIBIT A

limiting terms. Eligible Entities that would like to renew subscription services after expiration of OMNIA Contract R241104 may, subject to mutual consent of the Parties and the terms of the OMNIA contract, continue their subscription under OMNIA for up to one year beyond the Contract R241104 term.

Estimated Taxes and Fees

In addition to the amounts listed above, RingCentral estimates Customer's monthly taxes and fees as detailed in the table below. One-time taxes are identified separately. This amount is an estimate only and is subject to change based on current rates. Actual taxes and fees will be determined at the time of billing.

Summary of Service	Qty	Rate
P.U.C. Fee (VoIP) NF	1	$23.90
FUSF (VoIP)	1	$530.75
CA Public Purpose Program Surcharge (VoIP)	1	$493.20
E-988 (VoIP)	1	$27.40
E911 (VoIP)	1	$224.68
District Tax (one-time)	1	$1,456.21
Sales Tax (one-time)	1	$3,519.17

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer

City of Livermore

By: _____

Name: Tina Olson

Title: Administrative Services Director

Date: _____

RingCentral

RingCentral, Inc.

By: DocuSigned by: Michael Fiocca DED1147B10E24F7...

Name: Michael Fiocca

Title: Regional Vice President, Public Sector

Date: 4/9/2026 | 3:21 PM PDT

APPROVED AS TO FORM:

Signed by: Daniel Gonzales 12B5892BAF3C471...

Daniel Gonzales
Deputy City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by: Jas Sidhu A5F7D34BB6A748A...

Jas Sidhu
Risk Manager

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.6**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Aaron Lacey, Fire Chief

SUBJECT: Resolution authorizing the City Manager to sign the second amendment to the Emergency Medical Services First Responder Advanced Life Support (FRALS) Agreement between the City and the County of Alameda.

RECOMMENDED ACTION

Adopt a resolution authorizing the City Manager to sign the second amendment to the EMS FRALS Agreement.

DECISION TYPE

Administrative

SUMMARY

The update to the FRALS agreement is intended to ratify the current time/date range for the current contract that was slated to expire July 1, 2026. The updated agreement, with changes, is intended to capture the direction from the Board of Supervisors, extending an agreement with the current provider FALCK, USA for a two-year term, including a possible one-year extension. The proposed timeline within the agreement will terminate if a new transport provider is selected and an updated agreement will be presented prior to the start of a new provider.

DISCUSSION

In 1980, the State Legislature enacted the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act ("EMS Act") to create a comprehensive system governing prehospital emergency medical services. The purpose of the EMS Act is to provide for integrated and effective emergency medical services throughout the state.

Pursuant to the EMS Act, Alameda County is the designated Local Emergency Medical Services Agency ("LEMSA") responsible for the medical control and management of the emergency medical services system in Alameda County.

In 2011, the City of Livermore entered into a five (5) year agreement with Alameda County as the LEMSA for the City to provide First Responder Advanced Life Support ("FRALS") services, as part of the local emergency medical services system in Alameda County ("Original Agreement"). Similar agreements were entered into by other cities and agencies in the County, including the City of Pleasanton. The Original Agreement defined the FRALS standards and delivery, and contained a detailed schedule of reimbursements from the County to the City to offset some of the City costs to provide paramedic services.

The term for the Original Agreement was due to expire on October 31, 2016. In May 2016, the City executed the First Amendment to the Original Agreement with the County, which included a provision that extended the expiration date in the Original Agreement to October 31, 2017. In September 2018, the City executed the Second Amendment to the Original Agreement that included a provision to extend the expiration date to June 30, 2018. The City executed a Third Amendment to the Original Agreement to extend the expiration date to June 30, 2019, and to discontinue the County's reimbursements to the City for FRALS services that had offset some of the City costs to provide paramedic services.

In July 2019, a new FRALS Agreement was executed. In June 2024, the City executed the First Amendment to the Original Agreement with the County, extending the term through June 30, 2026, and adding the potential for a telemedicine program. The County is requesting a Second Amendment to extend the term through June 30, 2029.The proposed timeline within the agreement will terminate if a new transport provider is selected and an updated agreement will be presented prior to the start of a new provider.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no additional financial or administrative impacts.

COMMUNITY PILLAR

1: A Safe Community that Thrives
5: A City that Works

GOALS

5: Ensure effective fire suppression, prevention, emergency medical and disaster services to meet the evolving needs of our communities and other changing conditions

GUIDING DOCUMENT

LPFD Strategic Plan

ATTACHMENTS

1. Resolution
2. Exhibit A - Second Amendment

Prepared by: Gina Eleccion
Business Manager

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE SECOND AMENDMENT TO THE EMERGENCY MEDICAL SERVICES FIRST RESPONDER ADVANCED LIFE SUPPORT (FRALS) AGREEMENT BETWEEN THE CITY AND THE COUNTY OF ALAMEDA

In 1980, the State Legislature enacted the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act ("EMS Act") to create a comprehensive system governing prehospital emergency medical services. The purpose of the EMS Act is to provide for integrated and effective emergency medical services throughout the state.

Pursuant to the EMS Act, Alameda County is the designated Local Emergency Medical Services Agency ("LEMSA") responsible for the medical control and management of the emergency medical services system in Alameda County.

In 2019, the City of Livermore entered into a five (5) year agreement with Alameda County as the LEMSA for the City to provide First Responder Advanced Life Support ("FRALS") services, as part of the local emergency medical services system in Alameda County ("Original Agreement"). Similar agreements were entered into by other cities and agencies in the County, including the City of Pleasanton.

In June 2024, the City executed the First Amendment to the Original Agreement with the County, extending the term through June 30, 2026 and adding the potential for a telemedicine program. The County is requesting a Second Amendment to extend the term through June 30, 2029.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it authorizes the City Manager to sign the Second Amendment to the original Emergency Medical Services First Responder Advanced Life Support (FRALS) Services Agreement between the City and the County of Alameda executed in 2019, in substantially the same form as the agreement attached hereto as Exhibit A, and upon the City Attorney's approval as to form.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 27, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

SECOND AMENDMENT TO AGREEMENT

This Second Amendment ("Amendment") to the Emergency Medical Services First Responder Advanced Life Support Services Agreement ("Agreement"), made and entered into on July 1, 2019, is made by the **County of Alameda** ("County") and the **City of Livermore** ("Contractor").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Section 2.1 of the Agreement, concerning the term, shall be deleted and replaced with the following language:

   2.1 The term of the agreement shall be July 1, 2019, through June 30, 2029. The EMS Agency may terminate this Agreement earlier if the County initiates a new EMS system design that significantly alters service delivery, **and** a new Agreement is negotiated with the Contractor.

2. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement, are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date(s) referenced below.

COUNTY OF ALAMEDA

By:_____
Signature

Name:

Title:

Date:_____

Approved as to Form:
DONNA R. ZIEGLER, County Counsel

By:_____
K. Scott Dickey, Assistant County Counsel

CITY OF LIVERMORE

By:_____
Signature

Name: Marianna Burch

Title: City Manager

Date:_____

By signing above, signatory warrants and represents that he/she executed this Second Amendment in his/her authorized capacity and that by his/her signature on this Second Amendment, he/she or the entity upon behalf of which he/she acted, executed this Second Amendment.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.7**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Aaron Lacey, Fire Chief

SUBJECT: Adopt a Resolution authorizing the City Manager to execute a Contract Change Order for the Livermore-Pleasanton Fire Department Joint Powers Authority with L.N. Curtis & Sons for an amount not-to-exceed $600,000

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager, on behalf of LPFD in her capacity as a Joint Executive Director for LPFD, to execute a blanket contract change order with L.N. Curtis & Sons in an amount not-to-exceed $600,000 for the purchase of materials and supplies in support of daily operations and fire academy operations for the Livermore-Pleasanton Fire Department Joint Powers Authority (LPFD) for Fiscal Year 2025-26.

DECISION TYPE

Administrative

SUMMARY

The purchase of various tools, equipment, and personal protective equipment (PPE) is necessary for firefighters to safely and effectively provide service to the community. Firefighters require specialized equipment and PPE to perform daily response functions. The same equipment and PPE is required for Fire Academy participants. L.N. Curtis is a vendor that provides tools, equipment, and PPE. PPE is tested for safety and integrity of materials and must be replaced when found to be unsafe. Having a contract with this vendor provides LPFD with much-needed flexibility with purchasing decisions.

DISCUSSION

The Livermore Pleasanton Fire Department (LPFD), in support of its daily operations, purchases various goods and materials, such as, personal protective equipment, fire hose, gas monitors, thermal imaging cameras, fireground equipment and hand tools. L.N. Curtis & Sons, headquartered in Dublin, CA, is one of the vendors from which LPFD routinely places orders. L.N. Curtis & Sons is the exclusive West Coast distributor for many fire industry manufacturers; therefore, some purchases must be made solely through them. Other factors are pricing, cost savings, and timeliness of delivery.

LPFD purchases from L.N. Curtis & Sons, as well as additional vendors. For Fiscal Year 2025-26, a blanket contract was issued in an amount not to exceed $300,000 for L.N. Curtis. The LPFD JPA administration authorizes each city manager to approve contracts up to $200,000 each. At the time this was issued, the Pleasanton city manager only had authority to sign up to $100,000. The increase to the blanket contract requires city council approval. As the majority of purchases this year have been through L.N. Curtis, as opposed to the other contracted vendors, an increase to this blanket contract is necessary. This will not result in an increase to the budget, as there have been minimal purchases through the other vendors.

FISCAL AND ADMINISTRATIVE IMPACTS

Purchases made under this purchase order are based on cooperative purchasing agreements negotiated by Alameda County and National Purchasing Partners. Livermore Municipal Code section 2.68.370 permits use of cooperative purchase agreements as an exception to the City's bidding requirements.

Funds for the purchase of goods and materials are included in the LPFD Adopted Operating Budget for the Fiscal Year 2025-26 therefore no additional appropriation is necessary.

COMMUNITY PILLAR

1: A Safe Community that Thrives
5: A City that Works

GOALS

5: Ensure effective fire suppression, prevention, emergency medical and disaster services to meet the evolving needs of our communities and other changing conditions

GUIDING DOCUMENT

LPFD Strategic Plan

ATTACHMENTS

1. Resolution
2. Exhibit A

Prepared by: Gina Eleccion
Business Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT CHANGE ORDER FOR FY 2025-26 WITH L.N. CURTIS & SONS FOR THE LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY IN AN AMOUNT NOT TO EXCEED $600,000

Each year, the Livermore-Pleasanton Fire Department Joint Powers Authority ("LPFD"), in support of delivering life and fire protection services to the community, purchases various materials and supplies, such as, personal protective equipment, fire hose, gas monitors, thermal imaging cameras, fireground equipment and hand tools. L.N. Curtis & Sons, is one of the vendors from which LPFD routinely places orders. They are the exclusive West Coast distributor for many fire industry manufacturers; therefore, some purchases must be made solely through them. Other factors are pricing, cost savings and timeliness of delivery.

Each year, purchases are typically split between multiple vendors. The majority of purchases this fiscal year have been made with L.N. Curtis & Sons, reducing the expenditure with the alternate vendors, and requiring an increase to the contract with L.N. Curtis & Sons.

Purchases made under this blanket purchase order are based on cooperative purchasing agreements negotiated by Alameda County and National Purchasing Partners. Livermore Municipal Code section 2.68.370 permits use of cooperative purchase agreements as an exception to the City's bidding requirements.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City Manager, on behalf of LPFD in her capacity as a Joint Executive Director for LPFD, is authorized to execute a contract change order, to the agreement attached as Exhibit A, with L.N. Curtis & Sons for the purchase of materials and supplies for an additional $300,000, with a not-to-exceed amount of $600,000, for Fiscal Year 2025-26.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 27, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

EXHIBIT A
Blanket Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Contract #	**20260105**
Department	**FIRE**
Type	**Blanket Agreement**
Bonds in Lieu	**N**
Fiscal Year	**2026**

LN CURTIS & SONS
DEPT 34921
P O BOX 39000
SAN FRANCISCO, CA 94139

VENDOR NUMBER	ESTIMATED START	ESTIMATED COMPLETION	EXPIRE DATE
109798	07/01/2025	06/30/2026	

RFP DESCRIPTION	ADMINISTRATOR	VENDOR PHONE NUMBER

CONTRACT DESCRIPTION

PPE & Small Equipment
Blanket Purchase Order (BPO) THIS IS A BLANKET PURCHASE ORDER CONTRACT AND THE TERMS AND CONDITIONS ON THE REVERSE SIDE APPLY; CONTRACTOR MUST SUPPLY ALL MATERIALS AND/OR SUPPLIES NECESSARY TO PERFORM THE FOLLOWING AS REQUIRED DURING THE TERM OF JULY 1, 2025 AND JUNE 30, 2026. NO ONE PURCHASE SHALL EXCEED THE AMOUNT OF $10,000 AND PRICING SHALL BE BASED ON LN CURTIS GOVERNMENT CONTRACT PRICING THROUGH SOURCEWELL (#010424 PPE; #020124 SMALL EQUIPMENT). PLEASE LIST CONTRACT # 20260105 ON ALL INVOICES RELATED TO THIS BLANKET FOR PROMPT PAYMENT PROCESSING. BY CONTRACTING WITH THE CITY, YOU ACCEPT THE TERMS OF THIS CONTRACT WHICH ARE STATED ON THE FRONT AND BACK SIDE OF THIS FORM, ON BEHALF OF THE ENTITY CONTRACTING WITH THE CITY. ANY CONFLICT BETWEEN THE TERMS STATED ON THE FRONT OR BACK OF THIS ONE PAGE CITY FORM AGREEMENT AND ANY DOCUMENT ATTACHED TO THIS FORM SHALL BE GOVERNED BY THIS FORM. BLANKET NOT TO EXCEED $300,000.

Total Expended	**$3,360.96**
Total Open PO	**$0.00**
Total Open Requisition	**$0.00**
Total Contract Balance	**$296,639.04**
Total Liquidated Amount	**$3,360.96**
Total Revised	**$300,000.00**
TOTAL ORIGINAL	**$300,000.00**

Authorized Signature

Authorized Signature

Terms and Conditions

EXHIBIT A

1. NO SUBSTITUTIONS accepted without approval of Purchasing Specialist.
2. Prices must be F.O.B. destination. DO NOT ship collect.
3. The City of Livermore is EXEMPT from payment of FEDERAL EXCISE TAX under Chapter 32, IRS Code. Items are for the exclusive use of the City of Livermore and not for resale unless otherwise stated.
4. The seller assumes all risks in connection with the merchandise ordered until delivery to the City as specified and accepted by the City.
5. Merchandise is subject to inspection and test by the City at the place of destination. If any merchandise is found at any time to be defective or nonconforming, the City, in addition to all other rights, shall have the right, in whole or in part, to reject and return the merchandise at Seller's expense and to receive full credit for it, or to require its replacement without additional cost to the City.
6. The City may terminate this agreement and be relieved of the payment for any consideration if the contractor fails to perform the terms of this contract at the time and in the manner required. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the contractor under this agreement, and the balance, if any, shall be paid to the contractor upon demand.
7. All materials by purchase order and/or contract must comply with all federal, CAL-OSHA, and local safety rules and regulations.
8. The billing terms/cash discount available to the buyer shall begin on the date of acceptance of the merchandise or on the date of receipt of invoice, whichever is later.

Additional Terms for Service Contracts

1. Services by Provider: Provider shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

2. Independent Parties: Provider and its employees are independent contractors and not employees of the City. Provider is responsible for any required payments on behalf of its insurance or other benefits.
3. Permits & License Compliance: Provider shall maintain all appropriate permits, licenses and certificates that may be required under this contract. Provider shall comply with all federal, state, and local law in its performance under this contract.
4. Termination: If provider fails to perform at the time and in the manner required by this contract, the City may terminate the contract by giving written notice to provider and paying the reasonable and proportionate amount for services already provided.
5. Reports: Every document prepared under this contract is the exclusive property of the City. No information prepared under this contract may be made available to any individual or organization without the City's prior approval.
6. Hold Harmless: Provider shall indemnify, defend, and hold harmless the City, its officers, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the consultant, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence and willful misconduct of the City.
7. Insurance: Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.
8. The General Liability and Auto Liability policies are to contain or be endorsed to name the City, its officers, officials, employees, and designated volunteers as additional insureds respects liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish the City original Certificates of Insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current A.M Best rating of not less than A:VII if the insurance company is licensed to do business in the State of California. If not, the insurance company shall have an AM Best rating of not less than A+:X. A waiver of subrogation is required for Workers' Compensation Insurance. The endorsements are to be received and approved by the City before work commences.

Miscellaneous Provisions:

Waiver: City's waiver of a breach of term is not deemed a waiver of any subsequent breach of the same term.

Cost of Litigation: If legal action is necessary to enforce this contract, the prevailing party is entitled to receive all costs and expenses including reasonable attorney's fees and reasonable costs of arbitration or litigation.

Entire Contract: This is the entire contract. Any modification must be in writing and signed by all parties.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Aaron Lacey, Fire Chief

SUBJECT: Hearing to receive and consider protests and direct staff to proceed with fieldwork on the abatement of weeds, rubbish, dirt, or refuse on specific described properties under the 2026 Weed Abatement Program.

RECOMMENDED ACTION

Staff recommends City Council consider all protests, and if the City Council finds it appropriate, adopt a resolution overruling protests, and direct staff to proceed with necessary weed abatement on all parcels requiring abatement.

DECISION TYPE

Legislative

SUMMARY

On March 23, 2026, Council approved Resolution 2026-038, the 2026 Fire Hazard Abatement Program. Following that meeting, staff mailed a public hearing notice to all parcel owners named in Exhibit A to the Resolution. As outlined, parcel owners have been advised of the need to abate the weeds and debris which constitute fire hazards. In cases where there was an insufficient mailing address, the notice was posted conspicuously on the property. To avoid the City Contractor abating the fire hazards, a property owner must complete the abatement in a manner that meets abatement guidelines by the required deadline. Additionally, parcel owners can protest the need to abate hazards at this public hearing which was provided in the notice.

DISCUSSION

After considering any objections to the proposed abatement at this hearing, it is recommended that the City Council overrule the objections to the proposed abatement and/or amend the list of properties to be abated. The City Council should then adopt the attached resolution, as amended (if at all), that orders a contractor to abate the weeds on the properties attached in Exhibit A.

Fire Inspectors will survey each parcel listed for compliance. If abatement has not occurred by May 31,

2026, the City Contractor will abate the weeds. At a public hearing this summer, staff will recommend that the City Council order that the abatement cost be a special assessment and a lien imposed on the properties requiring abatement for any outstanding invoices.

FISCAL AND ADMINISTRATIVE IMPACTS

The abatement costs are fully recoverable. A contractor will be retained by the City, or by the Livermore-Pleasanton Fire Department on behalf of the City, to perform the abatement. Invoices will be sent to property owners for all work the City Contractor performs. Last year, the total cost of work was $3,680, which included administrative costs incurred by the City in accordance with Section 39577 of the Government Code. Owners can pay the City directly. All unpaid invoices will be filed with the Alameda County Tax Collector and added as a special assessment to the property tax roll.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

5: Ensure effective fire suppression, prevention, emergency medical and disaster services to meet the evolving needs of our communities and other changing conditions.

ATTACHMENTS

1. Resolution
2. Exhibit A - List of Parcels & Property Owners

Prepared by: Shiffon Smith
Administrative Assistant

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION OVERRULING PROTESTS AND ORDERING THE ABATEMENT OF WEEDS, RUBBISH, DIRT, OR REFUSE ON CERTAIN DESCRIBED PROPERTIES UNDER THE 2026 WEED ABATEMENT PROGRAM

On March 23, 2026, the City Council passed and adopted Resolution No. 2026-038 declaring that conditions existed, or that seasonal and recurrent conditions exist, of growing weeds, accumulated refuse, rubbish or dirt, on private property and/or on the streets, parkways or sidewalks, adjacent to each parcel of real property the resolution described. The City Council also found such conditions to be public nuisances requiring abatement.

The date, time, and place for hearing and considering all objections to the proposed abatement of the public nuisances described in Resolution No. 2026-038 was April 27, 2026, at 7 p.m. in Livermore, California.

The Livermore-Pleasanton Fire Department gave written notice of the proposed abatement to all persons owning the property described in Resolution No. 2026-038 at least five days prior to the date set for the hearing of objections to the abatement.

The Council has heard and considered all objections to the abatement of the public nuisance described in Resolution No. 2026-038.

The actual costs incurred for the nuisance abatements will be confirmed by the City Council at a future meeting to levy as an assessment against the respective properties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that any and all protests to the abatement of the public nuisances on the properties described in Exhibit A, attached hereto, are overruled.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that staff is ordered to proceed immediately to abate the public nuisances on the properties identified in Exhibit A, attached hereto. The abatement will consist of having the weeds, rubbish, refuse or dirt removed on all parcels that property owners have not abated by the May 31, 2026 deadline. Abatement will be performed by a service provider retained by the City of Livermore and the costs will be based on the actual work performed for each parcel. In accordance with Section 39577 of the Government Code, administrative costs incurred by the City of Livermore will be added to the cost of the nuisance abatement.

On motion of Council Member _____, seconded by Council Member _____ the foregoing resolution was passed and adopted on April 27, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel R. Gonzales
Deputy City Attorney

Exhibit A – 2026 List of Parcels & Property Owners

EXHIBIT A

Livermore-Pleasanton Fire Department
2026 List of Parcels

ITEM #	Parcel Number	Situs_Address	Situs_Owner_Name
1	097 -0022-001-00	1783 2nd St	MITOMA PROPERTIES LLC
2	097 -0090-039-07	Holmes St	COUNTY ALAMEDA FLOOD CONTROL & WATER CONSERVATION
3	097 -0137-002-11	Arroyo Rd	COUNTY ALAMEDA FLOOD CONTROL & WATER CONSERVATION
4	097 -0143-056-00	1202 Concannon Blvd.	NIGHTWING PROPERTIES LLC
5	098 -0213-003-03	732 N K ST (ELM ST)	JOHAL AMRIK S & GHAG MAKHAN S
6	098 -0213-003-05	Elm St	GHAG MAKHAN & JOHAL AMRIK
7	098 -0227-003-00	Walnut St	LONG JACK B & VOLKMAN SHERYL I
8	098 -0250-005-00	OAK ST	W P CO
9	098 -0251-009-00	OAK ST	W P CO
10	098 -0256-027-00	JUNCTION AVE	MALLONI JAMES TR
11	098 -0260-022-04	N I ST	W P CO
12	098 -0264-024-02	JUNCTION AVE	W P CO
13	098 -0275-016-04	3163 GARDELLA PLAZA	W P CO 843-1-23-3
14	098 -0281-009-00	NORTH K ST	DESOUSA GIZELA P & GISELLE M TRS
15	098 -0281-010-00	NORTH K ST	DESOUSA GIZELA P & GISELLE M TRS
16	098 -0290-007-02	N N ST	W P CO
17	098 -0290-008-02	N P ST	W P CO
18	098 -0290-009-02	VINEYARD AVE	W P CO
19	098 -0298-005-00	659 Andrews St	SABIN DON
20	098 -0346-021-00	909 N L St	DERONG INVESTMENT 1 LLC
21	098 -0346-022-00	909 N L St	DERONG INVESTMENT 1 LLC
22	098 -0350-054-00	MARYLIN AVE	KREMER KENNETH A TR
23	098 -0356-139-00	10 N Murrieta Blvd	Lexington Associates
24	098A-0414-028-06	600 MAPLE ST/SCHOOL ST	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
25	098A-0610-004-00	EAST AVE	BIG RED BUDDY LP & ERLICH STEVEN J & LINDA R TRS
26	099 -0015-002-07	N Livermore Ave	State of California
27	099 -0015-003-14	2251 LAS POSITAS RD	LINDEN SUMMIT INVESTMENT CO Castle Management
28	099 -0015-006-02	1273 N LIVERMORE AVE	TRIVALLEY MONTESSORI SCHOOL
29	099 -0015-010-03	2784 LAS POSITAS RD	WALMART STORES INC
30	099 -0015-022-03	LAS POSITAS	LEE MARK & MARION CHERYL
31	099 -0015-023-04	1309 HILLIKER	ADAMS SHELLY TR
32	099 -0015-024-00	1301 HILLIKER	FUKUSHIMA HIROSHI & DIANNE TRS
33	099 -0015-026-06	1365 HILLIKER	FEDERICO JOHN & GINNY D
34	099 -0015-028-02	LAS POSITAS	RUBY BEAR LP
35	099 -0015-028-03	LAS POSITAS RD	RUBY BEAR LP
36	099 -0015-030-00	1300 HILLIKER	GREENE WILLIAM J & LIEN L
37	099 -0015-031-00	1250 HILLIKER	RUSSELL JERRY L JR & ARENDELL LEILANI W TRS
38	099 -0015-035-02	Las Positas Rd	Shaheen Sabeeha
39	099 -0015-036-00	Las Positas Rd	Shaheen Sabeeha
40	099 -0015-039-00	1300 HILLIKER	KAUR HARPREET & BHULLAR RAJINDER B
41	099 -0015-040-00	1302 HILLIKER	MUMFORD STEVEN & SUSAN
42	099 -0015-059-03	LAS POSITAS RD	COUNTY ALAMEDA FLOOD CONTROL & WATER CONSERVATION
43	099 -0015-063-00	2301 LAS POSITAS RD	VIAZON LIVERMORE PROPERTIES LLC
44	099 -0015-064-00	LAS POSITAS RD	VIAZON LIVERMORE PROPERTIES LLC
45	099 -0023-008-00	LASSEN RD	LD FUND III LIVERMORE LAND LLC
46	099 -0024-001-05	Bluebell Dr	LIVERMORE LT VENTURES I GROUP LLC
47	099 -0024-001-13	Bluebell Dr	Livermore Valley Preserve LLC
48	099 -0024-009-15	Holmes St	LIVERMORE VALLEY PRESERVE LLC
49	099 -0024-009-16	Hartford Ave	HUFFMAN BROADWAY GROUP INC
50	099 -0024-009-30	Hartford Ave	Huffman Broadway Group Inc
51	099 -0040-008-05	5281 SOUTHFRONT RD	300 VERNAL DR LLC
52	099 -0040-010-26	5179 PRESTON AVE	P G & E CO 135-1-78A-1
53	099 -0040-016-00	N MINES RD	W P CO

Livermore-Pleasanton Fire Department
2026 List of Parcels

EXHIBIT A

ITEM #	Parcel Number	Situs_Address	Situs_Owner_Name
54	099 -0040-017-01	N MINES RD	W P CO
55	099 -0040-017-04	N MINES RD	W P CO 843-1-23A-15
56	099 -0040-018-00	N MINES RD	S P CO 872-1-98H-POR 11
57	099 -0040-019-10	N MINES RD	W P CO
58	099 -0040-022-00	N MINES RD	W P CO
59	099 -0040-075-00	5605 SOUTHFRONT RD	MCGRATH RENTCORP
60	099 -0040-076-00	5605 SOUTHFRONT RD LI	MCGRATH RENTCORP
61	099 -0040-078-00	5605 SOUTHFRONT RD	MCGRATH RENTCORP
62	099 -0040-079-00	5605 SOUTHFRONT RD	MCGRATH RENTCORP
63	099 -0051-003-02	GARDELLA PLAZA	SHR VENTURES LLC
64	099 -0051-020-05	1ST ST	W P CO
65	099 -0051-020-06	1ST ST	W P CO
66	099 -0056-007-02	1ST ST	W P CO
67	099 -0075-002-14	2542 PORTOLA AVE	ZHAN KAIJUN & CHEN XIAOQING TRS
68	099 -0075-002-15	HAREWOOD DR	ZHAN KAIJUN & CHEN XIAOQING TRS
69	099 -0075-003-04	PORTOLA AVE	ZHAN KAIJUN & CHEN XIAOQING TRS
70	099 -0075-003-06	PORTOLA AVE	ZHAN KAIJUN & CHEN XIAOQING TRS
71	099 -0075-007-04	EDINBURGH DR	EDINBURGH FORTUNES LLC
72	099 -0100-005-00	1240 N LIVERMORE AVE	ART MONUMENT CO INC
73	099 -0100-018-30	1202 PORTOLA	KENT E G & BEVERLY C TRS
74	099 -0100-020-00	N Livermore Ave	STATE OF CALIFORNIA
75	099 -0100-030-02	1700 PASEO LAGUNA SECO	AUTUMN SPRINGS RE INVESTORS LP
76	099 -0100-031-00	PORTOLA AVE (PASEO LAGUNA SECO)	ALAMEDA COUNTY FLOOD CONTROL
77	099 -0100-032-00	PORTOLA AVE	MCRAE JOHN S
78	099 -0100-037-01	2169 LAS POSITAS CT	READ LAURA TR
79	099 -0126-007-00	CALLE DEL SUENO	DAVIDON HOMES
80	099 -0175-014-02	E STANLEY BLVD	W P CO
81	099 -0175-019-01	E STANLEY BLVD	W P CO
82	099 -0175-019-02	E STANLEY BLVD	W P CO
83	099 -0185-003-00	E STANLEY BLVD	W P CO
84	099 -0256-001-00	E STANLEY	REES ANNIE
85	099 -0257-001-00	400 WALL ST	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
86	099 -0400-001-03	1919 LOMITAS AVE	PATTON ROBERT A & LOUISE K TRS
87	099 -0400-007-28	LOMITAS AVE	ROMAN CATHOLIC BISHOP OAKLAND
88	099 -0679-048-00	CHURCHILL DOWNS LN	SHEN JIEYONG TR
89	099 -0680-002-00	ARROYO RD & HANSEN RD	SISTA UDAYA K
90	099 -0680-004-00	ARROYO RD & HANSEN RD	SHEN JIEYONG Tr
91	099 -0680-008-00	ROCKINGHAM CT	SCARLET BEAR
92	099 -0682-006-00	ARROYO	LEE SHIUH K & WEI SHUYIN J TRS
93	099 -0725-212-00	2301 BESS AVE	ATWAL DEEPAKPAL & HARPARTAP
94	099 -0751-012-08	2111 Pleasant View Ln	BURY DOUGLAS W & SHARI G TRS
95	099 -0801-005-00	2301 CONCANNON BLVD	PANIGRAHI SUBHRAJYOTI
96	099 -0801-011-00	CONCANNON BLVD	SHINDE MAKARAND S & SHINDE NITU M TRS
97	099 -0802-001-00	CONCANNON BLVD	SHINDE MAKARAND S & NITU M TRS
98	099 -1150-004-06	4743 EAST AVE	ASBURY METHODIST CHURCH
99	099 -1200-001-00	4592 Tesla RD	LEMMONS FAMILY VINEYARDS LLC
100	099 -1311-003-00	2463 SHEFFIELD DR	WILSON WILLIAM G & JOHN MIRIAM E TRS
101	099 -1311-035-07	2395 Lennox Ln	CORNERSTONE REALTY FINANCE & INVESTMENTS CORP
102	099 -1316-033-00	212 RICKENBACKER CIR	BPC ENTERPRISES LLC
103	099 -1317-050-00	SPRING VALLEY CMN	SPRING VALLEY ASSOCIATION II
104	099 -1321-013-00	2863 CHABLIS WAY	SPAETH MARY L TR
105	099 -1325-012-00	4715 BENNETT DR	ARROYO/LIVERMORE BUSINESS PARK LP

Livermore-Pleasanton Fire Department
2026 List of Parcels

EXHIBIT A

ITEM #	Parcel Number	Situs_Address	Situs_Owner_Name
106	099 -1325-043-00	5002 PRESTON	BAY AREA LLC
107	099 -1325-085-00	BENNETT DR	ARROYO/LIVERMORE BUSINESS PARK LP
108	099 -1326-042-00	305 S VASCO RD	D BRUZZONE LLC
109	099 -1328-154-00	SPRINGTOWN BLVD	SPRING VALLEY ASSOCIATION III
110	099 -1331-012-00	200 E AIRWAY BLVD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
111	099 -1332-065-00	966 WAVERLY CMN	VALHALLA HOMEOWNERS ASSOCIATION
112	099 -1336-097-05	LOCH LOMAND WAY	PORTOLA GLEN TOWNHOMES OWNERS ASSOCIATION
113	099 -1336-109-00	HIGHLAND ST	EDINBURGH FORTUNES LLC
114	099 -1343-011-00	E VALLECITOS RD	LIVERMORE AREA RECREATION & PARKS DISTRICT
115	099 -1343-012-00	E VALLECITOS RD	DHILLON FARMS LLC
116	099 -1343-019-00	763 Kalthoff Cmn	LIN ALAN Z TR
117	099 -1343-024-00	51 Vallecitos Rd	MUSCO FELIX P & JOSEPHINE
118	099 -1343-030-00	320 Kalthoff Cmn	Livermore Crest LLC
119	099 -1343-033-00	353 Kalthoff Cmn	La Phong & Sai Etal
120	099 -1343-034-04	301 Kalthoff Cmn	VIPANI MANISH & DAKSHA M TRS
121	099 -1343-035-02	342 Kalthoff Cmn	DANGTRAN JOSEPH V & PHUONGUYEN N TRS
122	099 -1349-023-00	CONTRACTORS PL	TA DAH LLC
123	099 -1356-005-00	355 E Vineyard Ave	ABBOUD FAYEZ E & RIMA F TRS
124	099 -1356-006-00	303 E VINEYARD AVE	SINGH SURINDER K TR
125	099 -1356-007-00	221 E Vineyard Ave	XU YINGMIN & CHEN JIE
126	099 -1361-006-00	567 E Vineyard Ave	HLW LLC
127	099 -1362-004-00	HANSEN RD	MALAKOFF NATHAN
128	099 -1365-008-00	Holmes St	A3 WINERY REAL ESTATE HOLDING LLC
129	099 -1366-004-00	Cellars Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
130	099 -1367-004-00	Lagiss Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
131	099 -1367-005-00	Lagiss Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
132	099 -1368-001-00	3401 HANSEN RD	CALIFORNIA WATER SERVICE COMPANY
133	099 -1368-002-00	HANSEN RD	MALAKOFF NATHAN G & JENNIFER M TRS
134	099 -1370-003-00	1670 PORTOLA AVE	MANCINI KAROL & RANDY
135	099 -1391-002-00	n lIVERMORE aVE	MPVCA LIVERMORE LLC
136	099 -1391-003-00	n lIVERMORE aVE	JENSEN VIOLA & O B TRS & JENSEN O B TR
137	099A-1400-013-01	EAST AVE	W P CO
138	099A-1475-008-02	GREENVILLE RD	W P CO
139	099A-1475-008-08	EAST AVE	W P CO
140	099A-1500-048-00	2171 RESEARCH DR	DPR REAL ESTATE INVESTMENTS LLC
141	099A-1500-074-01	2176 RESEARCH DR	LREH CALIFORNIA LLC
142	099A-2902-010-00	5054 ERICA WAY	BENNETT LEON R
143	099A-2902-013-00	372 ERICA CT	REPPAS JULIE V & STEVEN D
144	099A-2902-014-00	360 ERICA CT	HOWARD NICHOLAS L & JUNKO TRS
145	099A-2926-003-00	S VASCO RD	Jiang Licheng
146	099A-2936-007-00	2600 S Vasco Rd	SCOTT MICHAEL TR
147	099A-2939-002-00	2453 COWAN WAY	FRYDENDAL SUE TR
148	099B-5050-001-12	908 N VASCO RD	UNG CISSY S
149	099B-5050-006-05	5905 NORTHFRONT RD	WOOD FAMILY DEVELOPMENT LLC
150	099B-5075-006-10	VASCO RD	COUNTY ALAMEDA FLOOD CONTROL & WATER CONSERVATION
151	099B-5100-005-00	1080 CENTRAL AVE	1080 CENTRAL LLC
152	099B-5300-002-13	Vasco Rd	QUINT INVESTMENT ASSOCIATES & BABIN LINDA ETAL
153	099B-5300-010-00	Vasco Rd	LIVERMORE LT VENTURES I GROUP LLC
154	099B-5302-001-00	Vasco Rd	Livermore Homebuilders LP
155	099B-5302-002-00	Vasco Rd	Livermore Area Recreation & Parks District
156	099B-5302-004-00	Vasco Rd	Alameda County Flood Control & Water Conserv Dist
157	099B-5302-005-00	Vasco Rd	Alameda County Flood Control & Water Conserv Dist
158	099B-5303-002-00	Altamont Creek Dr	Alameda County Flood Control & Water Conserv Dist

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ITEM #	Parcel Number	Situs_Address	Situs_Owner_Name
159	099B-5304-003-02	1893 N VASCO RD	UNITARIAN UNIVERSALIST CHURCH LIVERMORE
160	099B-5351-018-11	VASCO RD	ALAMEDA COUNTY FLOOD CONTROL
161	099B-5401-009-00	LAUGHLIN RD	LAUGHLIN KATHRYN M TR & LAUGHLIN STEVE W TR
162	099B-5401-010-00	LAUGHLIN RD	GARCIA TIMOTEO R & ELIZABETH N
163	099B-5401-011-00	788 LAUGHLIN RD	LAUGHLIN KATHRYN M TR & LAUGHLIN STEVE W TR
164	099B-5401-012-00	6978 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
165	099B-5401-013-01	6884 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
166	099B-5401-013-03	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
167	099B-5401-016-01	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
168	099B-5401-017-00	6784 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
169	099B-5401-018-01	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
170	099B-5401-019-00	6690 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
171	099B-5404-001-00	ALTAMONT CREEK	Greystone Homes Inc
172	099B-5404-003-00	6800 Altamont Creek Dr	Alameda County Flood Control
173	099B-5425-003-00	HERMAN AVE	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
174	099B-5425-004-00	801 HERMAN AVE	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
175	099B-5425-005-00	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
176	099B-5425-006-00	6634 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
177	099B-5425-007-00	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
178	099B-5450-002-00	LAUGHLIN RD	EAST BAY REGIONAL PARK DISTRICT
179	099B-5450-003-00	1467 LAUGHLIN RD	EAST BAY REGIONAL PARK DISTRICT
180	099B-5450-010-03	LAUGHLIN RD	QUINT INVESTMENT ASSOCIATES & BABIN LINDA ETAL
181	099B-5500-002-07	7313 Northfront RD	Greenvill Star Center LLC
182	099B-5700-002-07	151 GREENVILLE	JDB PROPERTIES LLC
183	099B-5700-003-01	N GREENVILLE RD	S P CO 872-1-99L-42
184	099B-5752-010-00	LONGFELLOW CT	D J SMITH FAMILY PARTNERSHIP
185	099B-5752-024-00	6877 Brisa St	BOARD OF TRUSTEE OF Lsj UNIVERSITY TR
186	099B-5753-003-00	HAWTHORNE AVE	7770 HAWTHORNE LLC
187	099B-5753-007-00	7589 NATIONAL DR	EVANS DAN L & KATHLEEN M TRS
188	099B-5753-038-00	751-799 ENTERPRISE CT	EVANS DAN L & KATHLEEN M TRS
189	099B-5753-039-00	750-758 ENTERPRISE CT	Enterprise Court LLC
190	099B-5753-040-00	704-748 ENTERPRISE CT	ENTERPRISE COURT LLC
191	099B-5753-045-00	NATIONAL DR	DGSG PROPERTIES LLC
192	099B-5753-063-00	7925 NATIONAL DR	TOPCON POSITIONING SYSTEMS INC
193	099B-5753-064-00	7979 NATIONAL DR	TOPCON POSITIONING SYSTEMS INC
194	099B-5753-065-00	7933 NATIONAL DR	TOPCON POSITiONING SYSTEMS INC
195	099B-5875-029-00	SOUTHFRONT RD	P G & E CO 135-1-43A-1
196	099B-5900-002-09	5945 SOUTHFRONT RD	SINGH JADWINDER & DHALIWAL ALKESH K TRS ETAL
197	099B-8101-009-00	Pasatiempo ST	Alameda County Flood Control
198	099B-8103-013-03	LAS POSITAS RD	KAISER FOUNDATION HOSPITALS
199	099B-8103-014-02	LAS POSITAS RD	KAISER FOUNDATION HOSPITALS
200	099B-8103-025-00	LEISURE ST	WHITECASTLE LEASING LLC
201	099B-8103-035-00	VAUGHN AVE	TAMAR REALTY LAS POSITAS LOGISTICS CENTER CA LP
202	099B-8104-007-00	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
203	099B-8104-008-00	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
204	099B-8104-009-00	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
205	099B-8104-010-00	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
206	099B-8104-011-00	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
207	099B-8110-046-00	SOUTHFRONT RD	SOCH LIVERMORE LLC
208	099B-8110-062-00	LAWRENCE DR	FORMFACTOR INC
209	099B-8110-064-00	LAWRENCE DR	FORMFACTOR INC
210	099B-8110-079-00	N GREENVILLE RD	IONNA LLC
211	099B-8110-081-00	200 S FRONT RD	PPV PROPERTIES LLC &

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212	099B-8117-024-03	LAUGHLIN RD	HOM WING Y & LAI C TRS
213	099B-8120-053-00	DRY CREEK CT	BLUFFS IN LIVERMORE OWNERS ASSOCIATION
214	099B-8120-054-00	LAKE CT	BLUFFS IN LIVERMORE OWNERS ASSOCIATION
215	099B-8126-006-00	631 PINNACLE	HOLLAND NINE LLC
216	099B-8129-005-00	Northfront Rd	PENINSULA REAL ESTATE INVESTMENT LLC
217	099B-8129-009-00	Northfront Rd	PENINSULA REAL ESTATE INVESTMENT LLC
218	902 -0008-001-00	3658 LAS COLINAS RD	ADVENTUS
219	902 -0008-002-02	US HWY 50 E	FERRARI FAM LTD PTP & SCHMIDIG FRANK JR TR ETAL
220	902 -0008-011-06	US HWY 50 E	BENSON BRAD
221	903 -0010-002-04	COLLIER CANYON RD	CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT
222	903 -0010-036-03	Portola Ave	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
223	903 -0010-037-04	Portola Ave	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
224	903 -0010-046-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
225	903 -0010-047-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
226	903 -0010-048-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
227	903 -0010-049-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
228	903 -0010-052-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
229	903 -0010-053-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
230	903 -0010-054-00	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
231	903 -0010-056-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
232	903 -0010-057-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
233	903 -0010-058-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
234	903 -0010-061-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
235	903 -0014-004-00	PORTOLA AVE	SHEA HOMES INC
236	903 -0014-005-00	PORTOLA AVE	SHEA HOMES INC
237	903 -0014-006-00	PORTOLA AVE	SHEA HOMES INC
238	903 -0014-007-00	PORTOLA AVE	SHEA HOMES INC
239	903 -0014-008-00	PORTOLA AVE	SHEA HOMES INC
240	904 -0004-004-02	US HWY 50 W	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
241	904 -0004-004-03	US HWY 50 W	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
242	904 -0004-064-00	NISSEN DR	LIVERMORE AIRWAY BUSINESS PARK
243	904 -0004-072-00	ARMSTRONG ST	LIVERMORE AIRWAY BUSINESS PARK
244	904 -0004-073-00	ARMSTRONG ST	LIVERMORE AIRWAY BUSINESS PARK
245	904 -0005-003-30	200 E AIRWAY BLVD	COUNTYALAMEDA FLOOD CONTROL & WATER CONSERVATION
246	904 -0005-003-33	200 E AIRWAY BLVD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
247	904 -0005-004-07	US HWY 50 E	GANDOLFO CATHERINE ETAL
248	904 -0012-009-00	625 W JACK LONDON BLVD-DISCOVERY DR	ARKAY LAND LLC
249	904 -0012-010-00	450 DISCOVERY DR	ARKAY PROPERTIES LLC
250	904 -0012-011-00	DISCOVERY DR	ARKAY PROPERTIES LLC
251	904 -0012-012-00	DISCOVERY DR	CH DISCOVERY DRIVE LLC
252	904 -0012-013-00	DISCOVERY DR	CH DISCOVERY DRIVE LLC
253	904 -0012-018-03	875 Atlantis Ct	LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
254	904 -0014-002-00	US HWY 50 W	CROSSWINDS CHURCH
255	904 -0014-003-00	US HWY 50 W	CROSSWINDS CHURCH
256	904 -0014-004-00	US HWY 50 W	CROSSWINDS CHURCH
257	905 -0009-013-03	COLLIER CANYON	MONUMENT PROPERTIES LIVERMORE LLC
258	905 -0014-015-00	N CANYONS PKWY	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
259	905 -0015-008-00	2768 COLLIER CANYON RD	TPG AG EHC III (TRU) CA 2 L P
260	905 -0015-018-00	CONSTITUTION DR	KMTJ INVESTMENTS LP
261	905 -0015-019-00	CONSTITUTION DR	KMTJ INVESTMENTS LP
262	905 -0015-026-00	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE CALIFORNIA
263	905 -0015-027-00	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE CALIFORNIA

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264	905 -0015-028-00	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE CALIFORNIA
265	905 -0015-029-00	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE CALIFORNIA
266	905 -0019-018-00	TRIAD DR	CIVIC NORTH CANYONS PARKWAY LLC

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.2**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Public Hearing to receive information regarding the City's job vacancies, recruitment, and retention efforts in accordance with Assembly Bill 2561, as required by Government Code section 3502.3.

RECOMMENDED ACTION

Staff recommends that the City Council receive the presentation only for information purposes during the public hearing at which staff will report on the City's job vacancies, recruitment, and retention efforts as required by AB 2561.

DECISION TYPE

Administrative

SUMMARY

California State Assembly Bill 2561 was approved on September 22, 2024. Effective January 1, 2025, AB 2561 added Government Code §3502.3 to the Meyers Milias Brown Act (MMBA) to create a new obligation for public agencies to address the status of job vacancies publicly. As a basis for the new requirements, the California Legislature determined that vacancies are a widespread and significant problem in the public sector, which negatively impacts the delivery of public service.

In compliance with the new obligations under AB 2561, the City is required to do the following:

1. Hold a public hearing to present the status of vacancies to the City Council at least once per fiscal year. The presentation must be made prior to the adoption of a final budget for the fiscal year. The report must also address the recruitment and retention efforts currently employed by the City, and identify any changes to policies, procedures, or recruitment activities that may lead to obstacles in the hiring process.
2. If the vacancy rate in a bargaining unit is 20% or more, the City shall include the following information in the presentation upon request of the recognized employee organization:
   a. The total number of job vacancies with the bargaining unit;

b. The total number of applicants for vacant positions in the bargaining unit;
c. The average number of days to complete the hiring process from when a position is posted; and
d. Opportunities to improve compensation and other working conditions.

3. Allow recognized employee organizations to make a presentation at the same public hearing at which the City makes its annual presentation on vacancies.

DISCUSSION

The City is providing the following information pursuant to requirements of AB 2561.

In 2025, there were 452 authorized regular full and part time positions equaling 445.375 full-time equivalents (FTE) in the City. Please see the breakdown by bargaining unit below.

Table 1: Count of Regular and Part-Time Positions by Bargaining Unit as of December 31, 2025

Bargaining Unit	Position Count
Association of Livermore Employees (ALE)	245
Livermore Management Group (LMG)	77
Police Officer's Association (POA)	90
Police Management Group	9

As of December 31, 2025, there were 34 unrepresented regular and part-time positions in Management Confidential, Confidential, and Executive Management categories.

Status of Vacancies

Vacancies are created by a number of factors, including when newly budgeted positions are created, internal movement such as promotions or transfers occurs, or when an employee leaves the organization due to retirement, voluntary, or involuntary resignation. As of December 31, 2025, the vacancy rate for the City of Livermore was 12%. Please see vacancy rates specific to bargaining units below.

Table 2: Vacancy Rate by Bargaining Unit as of December 31, 2025

Bargaining Unit	Vacancy Rate as of December 31, 2025
Association of Livermore Employees (ALE)	15%
Livermore Management Group (LMG)	8%
Police Officer's Association (POA)	12%
Police Management Group	0%

The vacancy rate for the unrepresented positions in Management Confidential, Confidential, and Executive Management as of December 31, 2025, was 3%. Since no bargaining unit's vacancy rate exceeded 20%, no additional information is required to be provided in this report.

To assist with recruitment and retention efforts, the City has undertaken the following initiatives:

- Streamlined Hiring Processes: Improved recruitment timelines to reduce delays and enhance the candidate's experience.
- Competitive Compensation: Conducted a compensation study and made targeted adjustments to classifications experiencing recruitment and retention challenges to ensure competitiveness. Negotiated a successor Memorandum of Understanding (MOU) with all of the City's bargaining units in 2025 for four-year terms to provide labor stability and wage increases for employees to remain competitive in the market.
- Formal Onboarding Program: In July 2025 the City launched a formal onboarding program for new employees to help integrate them more effectively, understand organizational culture and expectations, and accelerate their engagement and productivity.
- Employee Development Opportunities: In 2024, Human Resources established the Management Training Academy to advance leadership capabilities and strengthen management competencies among supervisory staff. In 2025, training opportunities were expanded to all City employees, fostering a culture of continuous learning and professional growth across the organization. In 2026, an additional program was introduced to further enhance core professional skills critical to effective service delivery, including project management, negotiation, presentation skills, and business writing.
- Flexible Work Options: Flexible scheduling and remote work arrangements where appropriate.

The City's proactive approach to recruitment and retention demonstrates a strong commitment to building and sustaining a high-performance workforce. These ongoing efforts lay a strong foundation for organizational stability, growth, and long term success.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no fiscal impact associated with this staff report.

COMMUNITY PILLAR

5. A City That Works

GOAL

8. Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

Prepared by: Kristen Hilton
Human Resource Manager

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 8.1**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Public comment on the renewal of the Livermore Valley Wine Heritage District.

RECOMMENDED ACTION

Staff recommends that the City Council receive public comment regarding the proposed renewal of the Livermore Valley Wine Heritage District. No City Council action is required.

DECISION TYPE

Administrative

SUMMARY

On March 9, 2026, the City Council adopted a Resolution of Intent to renew the Livermore Valley Wine Heritage District (District) for an additional five-year term. In accordance with the Property and Business Improvement Law of 1994, the City must hold a noticed public meeting to receive public comment and any protests regarding the renewal. If a majority protest from assessed businesses is received, the District will not be renewed. The City Council is scheduled to consider final renewal of the District at a public hearing on June 8, 2026.

DISCUSSION

A Business Improvement District (BID) is a funding mechanism in which businesses within a defined area vote to assess themselves in order to fund services that benefit the district. On November 22, 2021, the City established the Livermore Valley Wine Heritage District (District), a BID for South Livermore Valley wineries, with a five-year term ending June 30, 2026. The Livermore Valley Winegrowers have requested District renewal and completed a successful petition drive among businesses within the District boundaries. State law requires three steps to renew a BID:

1. Adoption of a Resolution of Intent
2. A public meeting
3. A final public hearing

The City Council adopted the Resolution of Intent on March 9, 2026, initiating the renewal process and setting the required meeting and hearing dates.

As required by the Property and Business Improvement Law of 1994, the City must:

1. Hold a public meeting at least 10 days after adopting the Resolution of Intent and at least 7 days before the final hearing
2. Provide notice to all businesses within the District
3. Receive public comment and any protests

The purpose of the public meeting is to allow assessed businesses to provide input or formally protest the renewal. If a majority protest is received, the District cannot be renewed. The scheduled public meeting meets all legal timing requirements, and notice has been mailed to all affected businesses.

Staff therefore recommends that the City Council receive public comment on the proposed renewal. No further action is required at this stage. The City Council will consider final renewal at the June 8, 2026, public hearing and may adopt a resolution to renew the District if no majority protest is received.

PUBLIC COMMENT

As of April 20, 2026, staff received one valid protest from a winery owner in the District, and one public comment from the same winery's marketing director and tasting room manager. The protest and the public comment are both attached to this staff report.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with holding the public meeting. Staff time for preparing the report and notices is covered within existing General Fund budgets. There are also no fiscal or administrative impacts associated with the final renewal of the District, as described in Attachment 1.

COMMUNITY PILLAR

2: Economy that prospers

GOAL

2: Lead efforts in collaboration with other City departments and outside partners, to maintain and enhance the diversity and resilience of Livermore's economy.

ATTACHMENTS

1. Intent to Renew Staff Report
2. Resolution of Intent to Renew
3. Written Protest
4. Public Comment

Prepared by: Theresa de la Vega
Management Analyst II

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.7**

DATE: March 9, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution of Intent to Renew the Livermore Valley Wine Heritage District

RECOMMENDED ACTION

Staff recommends the City Council adopt a Resolution of Intent to Renew the Livermore Valley Wine Heritage District (District) for a five-year term beginning July 1, 2026. Adoption of this resolution would:

1. Initiate the renewal process for the District under the Property and Business Improvement District Law of 1994 (Streets and Highways Code §36600 et seq.); and
2. Set the date, time, and location for the subsequent public meeting and public hearing as required by the Property and Business Improvement District Law of 1994 (Streets and Highways Code §36600 et seq.)

DECISION TYPE

Legislative

SUMMARY

The California Property and Business Improvement District Law of 1994 (Streets and Highways Code §36600 et seq.) authorizes cities to establish and renew business improvement districts to enhance economic activity. The City of Livermore (City) established the Livermore Valley Wine Heritage District (District) in 2021 for a five-year term ending June 30, 2026.

Managed by the Livermore Valley Winegrowers Association (Winegrowers), the District generally funds marketing and brand awareness, advocacy, quality enhancement, and professional development and education efforts for South Livermore wineries.

The Winegrowers have requested renewal of the District for an additional five-year term beginning July 1, 2026. As required by state law, renewal petitions of wineries in the District representing more than fifty percent (50%) of the proposed total assessment value have been received and verified, allowing the Council to begin the renewal process, if desired. The proposed Management District Plan maintains the current boundaries, assessment, services, governance, and term, with a proposed minor adjustment to

the fee collected by the City for fiscal impacts associated with administering the District (City Collection Fee).

District renewal is not proposed as part of this Council item. Council adoption of the Resolution of Intent to Renew (Attachment 3) would instead initiate the renewal process and set dates for renewal proceedings as outlined in this report.

DISCUSSION

Background

A Business Improvement District (BID) is a financing mechanism in which local businesses within a defined district vote to enact a mandatory assessment to fund supplemental services that benefit the payers of the assessment. Services often include activities like marketing, security, maintenance, and general economic development. The California Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., establishes California rules for BIDs and authorizes local jurisdictions to establish, manage, and renew BIDs. A local jurisdiction may contract assessment collection and district management services to other entities via agreement. A BID may only be formed or renewed if district businesses representing more than 50% of the district's proposed assessment consent through a formal and verified Petition Drive. A BID may cross local jurisdiction boundaries with consent of each jurisdiction's legislative body. A BID's boundaries and services must be identified in a formally adopted Management District Plan (Plan) that must be adhered to for the duration of its term.

On November 22, 2021, the City of Livermore (City) established a BID for South Livermore Valley wineries, called the Livermore Valley Wine Heritage District (District), for a five-year term ending on June 30, 2026, via Resolution No. 2021-198 (Attachment 1). Prior to the City establishing the District, Alameda County provided its consent for the City to assess wineries within the County's jurisdiction, as required by state law (Attachment 2). The District provides specific benefits to assessed wineries by funding marketing and sales promotion efforts with the goal of increasing winery sales in the area. The non-profit Livermore Valley Winegrowers Association (Winegrowers) manages the District.

Since its inception, the District has generated over $500,000 each year to support marketing and brand awareness, advocacy, quality enhancement, professional development and education efforts, and other improvements and activities set forth in the District's Management District Plan (Attachment 5).

Petition Drive

On November 12, 2025, the Winegrowers submitted to the City Council its required annual report, a formal request to renew the District, and initiated the formal Petition Drive process with South Livermore wineries in the District boundaries. Staff received from the Winegrowers 21 signed petitions from wineries supporting District renewal. The petitions represent more than 50% of the proposed total assessment value, meeting statutory requirements for renewal under state law, as independently confirmed by tax consultant Hinderliter de Llamas & Associates, Inc. (HdL) analysis (Attachment 4), which allows the Council to initiate the renewal process.

Management District Plan

The Winegrowers and South Livermore wineries are proposing a continuation of the existing

Management District Plan, with minor administrative adjustments (Attachment 5). There are no proposed changes to any of the following:

1. District Boundary. The boundary would remain as is, including all existing and future wineries in the City of Livermore and east Alameda County. The Alameda County Resolution Granting Consent (Attachment 2) applies to formation and renewals, and no further consent is required from Alameda County.
2. Assessment. All wineries in the District would continue to be assessed two percent (2%) of total gross direct-to-consumer sales revenue on winery sales, which has created a District annual budget of $500,000+.
3. Service Plan. The existing services would continue, which primarily include marketing and brand awareness, advocacy, quality enhancement, and professional development and education efforts.
4. Means of Governance. The Winegrowers would continue to manage the District and receive and expend assessment dollars in accordance with the Plan. The Council would consider a separate agreement with the Winegrowers together with a future adoption resolution in order to formalize the relationship between the City and Winegrowers. Tax consultant HdL would continue to process and manage assessment activities, with City oversight, as also approved by a separate agreement.
5. Term. The proposed renewal term remains at five years, beginning July 1, 2026, and ending June 30, 2031.

Staff recommends the following change to the Plan, as agreed to by the Winegrowers:

1. City Collection Fee. The current City Collection Fee is 2% of the collected assessment. The Collection Fee is intended to ensure that all District admin costs are covered by the District, and not by the City General Fund. Given tax consultant HdL's increased collection costs, staff recommends the City Collection Fee be increased to 2.5%. This would ensure tax consultant and City oversight costs would remain covered by the District. The increase in collection fees would be offset by a reduction in District contingency funds, but would not decrease the amount of funds allocated to District services.

Renewal Process and Timeline

Pursuant to state law, staff is not recommending District renewal as part of this Council item. Instead, Council adoption of the Resolution of Intent to Renew (Attachment 3) the District would initiate the formal renewal process and establish dates for the required subsequent public meeting and public hearing. The proposed time and place of the public meeting and public hearing are contained in the Notice (Attachment 6) and described below. If the Council adopts the Resolution of Intent to Renew, the following process would occur, pursuant to the California Property and Business Improvement District Law of 1994 (Streets and Highways Code §36600 et seq.), with Council consideration of formal District renewal in June.

1. Resolution of Intent to Renew - March 9, 2026. City Council may declare the Petition Drive has succeeded, and that it intends to renew the District
2. Notice - March 10, 2026. City staff would mail written notices to the owners of all District wineries to be assessed. This begins a mandatory 45-day period in which assessed wineries may protest District renewal.
3. Public Meeting - April 27, 2026. City Council would allow public testimony on District renewal and

levy of assessments. No Council action required.

4. Final Public Hearing - June 8, 2026. Council may adopt the final Resolution of Renewal if majority protest does not occur.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no significant fiscal or administrative impacts. District revenues are wholly derived from private business assessments. District administration activities conducted by City staff and its contractor Hinderliter de Llamas & Associates, Inc. (HdL) would be offset by the City collection fee of two and a half percent (2.5%) of the collected assessment. Pursuant to the Plan, the City would bill the Winegrowers for any additional one-time costs that are not included in the scope of City Collection Services, such as Petition processing and verification and outside legal counsel renewal services. No General or Special Fund dollars would be used for ongoing District management. General staff time allocated to preparing the renewal staff reports and approval documents are covered by existing Department budgets. Because District programs are intended to increase winery sales revenue for the Livermore Valley wineries within the District, stabilization of winery sales tax collections is anticipated.

COMMUNITY PILLAR

2: Economy that Prospers

GOAL

2: Lead efforts, in collaboration with other City departments and outside partners, to maintain and enhance the diversity and resilience of Livermore's economy

ATTACHMENTS

1. Resolution Establishing the District
2. Alameda County Resolution of Consent
3. Resolution of Intent to Renew
4. Exhibit A - Petition Analysis and Signed Petitions
5. Exhibit B - Management District Plan (Plan)
6. Exhibit C - Notice

Prepared by: Theresa de la Vega
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION OF INTENT TO RENEW THE LIVERMORE VALLEY WINE HERITAGE DISTRICT FOR A FIVE-YEAR TERM

The Property and Business Improvement District Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the City to establish and renew business improvement districts for the purposes of improving economic activity within a particular geographic area.

On November 22, 2021, the City of Livermore (City) created the Livermore Valley Wine Heritage District (District) via Resolution No. 2021-198 for a five (5) year term which ends on June 30, 2026.

The Livermore Valley Winegrowers Association (Winegrowers) and representatives from the City of Livermore have met to consider the renewal of the District. The proposed renewed district will be for a five (5) year term, beginning July 1, 2026, or as soon as possible thereafter, and ending five (5) years from its start date, unless renewed pursuant to Streets and Highways Code § 36660.

The Winegrowers have drafted the proposed Management District Plan (Plan) which sets forth the proposed boundary of the renewed District, a service plan, budget, and a proposed means of governance.

The boundary of the renewed District is the same as the current boundary and includes wineries in the City of Livermore and the County of Alameda.

Consent to include wineries in its jurisdiction in future renewals has been granted by the County of Alameda during the District formation via Board of Supervisors, County of Alameda, State of California, Resolution 2021-498.

Wineries who will pay more than fifty percent (50%) of the assessment under the District, as required by Property and Business Improvement District Law of 1994, have petitioned the Council to renew the District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, as follows:

Section 1. The recitals set forth herein are true and correct.

Section 2. The Council finds that wineries that will pay more than fifty percent (50%) of the assessment proposed in the Plan have signed and submitted petitions in support of the renewal of the District. The Petition Analysis and Signed Petitions, attached hereto as Exhibit A, demonstrate sufficient and valid support for renewal of the District, as required by the Property and Business Improvement District Law of 1994. The Council

accepts the petitions and adopts this Resolution of Intention to renew the District and to levy an assessment on certain wineries within the District boundaries, in accordance with the Property and Business Improvement District Law of 1994.

Section 3. The Council finds that the Plan, attached hereto as Exhibit B, satisfies all requirements of Streets and Highways Code § 36622.

Section 4. The Council declares its intention to renew the District and to levy and collect assessments from each winery located within the District boundaries pursuant to the Property and Business Improvement District Law of 1994.

Section 5. The District shall include all wineries, existing and in the future, located within the boundaries of the County of Alameda and the City of Livermore, as shown in the map in Section III of the Plan, attached hereto as Exhibit B.

Section 6. The name of the district shall continue to be the Livermore Valley Wine Heritage District.

Section 7. The annual assessment rate levied on winery businesses is two percent (2%) of gross direct-to-consumer sales revenue on winery sales. Based on the benefit received, assessments will not be collected on purchases made outside of the state of California. Revenue generated from the District is intended only to provide programs and services for assessed businesses, all of which are in California. Sales made outside of the state of California are not subject to assessment due to a lack of benefit. Assessment dollars will not be spent on any programs or activities to benefit individual winery businesses outside of the state of California. Assessment dollars may be spent outside of California to elevate the notoriety of the Livermore Valley as a premier winery destination with the desired outcome of increased in-person visitation to businesses paying the assessment.

Section 8. The assessments levied for the District shall be applied toward Brand Awareness, Advocacy, Quality Enhancement & Education, and Professional Development & Education programs to market assessed wineries in Livermore Valley as a premier winery destination, as described in the Plan. Funds remaining at the end of any year may be used in subsequent years in which District assessments are levied as long as they are used consistent with the requirements of this Resolution and the Plan.

Section 9. The renewed District will have a five (5) year term, beginning July 1, 2026, or as soon as possible thereafter, and ending five (5) years from its start date, unless renewed pursuant to Streets and Highways Code § 36660.

Section 10. Bonds shall not be issued.

Section 11. The time and place for the public meeting to hear testimony on renewing the District and levying assessments are set for April 27, 2026, at 7:00 PM, or

as soon thereafter as the matter may be heard, at the Council Chambers located at 1016 S. Livermore Avenue, Livermore, CA 94550.

Section 12. The time and place for the public hearing to renew the District and the levy of assessments are set for June 8, 2026, at 7:00 PM, or as soon thereafter as the matter may be heard, at the Council Chambers located at 1016 S. Livermore Avenue, Livermore, CA 94550. The City Clerk is directed to provide written notice to the assessed wineries of the date and time of the meeting and hearing, and to provide that notice as required by Streets and Highways Code § 36623, no later than March 10, 2026. The Notice of Public Meeting and Public Hearing Concerning the Renewal of the District and Levy of an Assessment on Certain Wineries within the District is attached hereto as Exhibit C.

Section 13. At the public meeting and hearing the testimony of all interested persons for or against the renewal of the District may be received. If at the conclusion of the public hearing, there are of record, written protests by the owners of the assessed wineries within the renewed District that will pay fifty percent (50%) or more of the estimated total assessment of the entire District, no further proceedings to renew the District shall occur for a period of one (1) year.

Section 14. The complete Plan is on file with the City Clerk and may be reviewed upon request.

Section 15. This resolution shall take effect immediately upon its adoption by the City Council.

On motion of Council Member Branning, seconded by Council Member Dunbar, the foregoing resolution was passed and adopted on March 9, 2026, by the following vote:

AYES: Council Members Barrientos, Branning, Dunbar, Vice Mayor Wang, and Mayor Marchand
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Signed by:
Amy Heavener
DF7B387EFF6B4A1...
Amy Heavener
City Clerk
3/12/2026 | 1:37 PM PDT

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAE3C471...
Daniel Gonzales
Deputy City Attorney

Attachments:
Exhibit A - Petition Analysis and Signed Petitions
Exhibit B - Management District Plan (Plan)
Exhibit C - Notice

Docusign Envelope ID: 9FB95747-D40F-4928-B79C-A804483CD835

HdL Companies CITY OF LIVERMORE

LIVERMORE WINE HERITAGE DISTRICT PETITION ANALYSIS

FEBRUARY 12, 2026

SUMMARY

A total of 21 petitions were submitted in support of renewing the Livermore Wine Heritage District (BID). Of these, 19 were reliably matched to winery assessment records. Because sales tax was used to establish the district, will be used again for renewal, and closely represents the total gross sales used to determine each winery's assessment, petition support was evaluated based on each winery's share of total sales tax. The 19 matched petitioners represent 88.54% of all winery sales tax revenue for FY 2024–25, demonstrating strong weighted support for renewal.

METHODOLOGY

To verify support for the renewal effort, we followed a three-step process:

1) **Creating the Assessment Reference List**
   We compiled a comprehensive list of wineries operating within the LVWHD boundaries and the total sales tax each reported for FY 2024–25. This dataset is referred to as the "Assessment Reference List."

2) **Matching Petitions to the Assessment Reference List**
   Each petition was evaluated against the assessment reference list using the following criteria:

   Full Match:
   If both the business name and address on the petition aligned exactly with an entry in the assessment reference list, the petition was counted as a full match.

   Close Match:
   If the business name matched but the address did not appear in the assessment reference list, the petition was treated as a close match and included in the results.

3) **Calculating Support**
   For all petitions that qualified as either full or close matches, we totaled the corresponding sales tax amounts reported for FY 2024–25.

   19 of 21 petitions met the matching criteria, and their combined sales tax total represents 88.54% of all winery sales tax included in the assessment reference list.

CONCLUSION

Based on the percentage of sales tax represented by the matched petitions, the Livermore Wine Heritage District has satisfactorily exceeded the minimum threshold of the required 50% + 1 threshold of proposed assessments as required by the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq. needed to renew the district. The matched petitions therefore demonstrate sufficient and valid support for renewal.

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Assessment Reference List

DBA	Street Address	City, State, Zip	Match Type
3 STEVE'S WINERY	5700 GREENVILLE RD	LIVERMORE, CA 94550-6704	Full Match
ALMOST FAMOUS WINE COMPANY	2271 S VASCO RD STE D	LIVERMORE, CA 94550-8316	Full Match
ARROYO CELLARS	2270 RESEARCH DR	LIVERMORE, CA 94550-3846	Full Match
BENT CREEK WINERY	5455 GREENVILLE RD	LIVERMORE, CA 94550-6702	No Petition
BOAVENTURA DE CAIRES WINERY	9309 TESLA RD	LIVERMORE, CA 94550-9748	No Petition
CADDIS	7878 CEDAR MOUNTAIN RD	LIVERMORE, CA 94550-7333	No Petition
CHARLES R VINEYARDS	8195 CRANE RIDGE RD	LIVERMORE, CA 94550	No Petition
CONCANNON VINEYARDS	4590 TESLA RD	LIVERMORE, CA 94550-9002	Full Match
CUDA RIDGE WINES LLC	2400 ARROYO RD	LIVERMORE, CA 94550-9201	Full Match
DANTE ROBERE VINEYARDS	1200 WETMORE RD	LIVERMORE, CA 94550-9640	No Petition
DEL VALLE WINERY	4948 TESLA RD	LIVERMORE, CA 94550-9530	Full Match
FAVALORA VINEYARDS & WINERY, INC	2245 S VASCO RD STE A	LIVERMORE, CA 94550-8314	No Petition
FENESTRA WINERY	83 VALLECITOS RD	LIVERMORE, CA 94550-9603	Close Match
GARRE VINEYARD & WINERY	7986 TESLA RD	LIVERMORE, CA 94550-9353	Full Match
MITCHELL KATZ	2915 S VASCO RD	LIVERMORE, CA 94550-9352	Full Match
LAS POSITAS VINEYARDS	1828 WETMORE RD	LIVERMORE, CA 94550-9705	Full Match
LEISURE STREET WINERY	8953 TESLA RD	LIVERMORE, CA 94550-9735	No Petition
LONGEVITY WINES	2271 S VASCO RD STE B	LIVERMORE, CA 94550-8315	No Petition
MADISON VINEYARDS INC.	3150 REED AVE	LIVERMORE, CA 94550-9616	No Petition
MCGRAIL VINEYARDS AND WINERY	5600 GREENVILLE RD	LIVERMORE, CA 94550-6703	Full Match
OCCASIO WINERY	2245 S VASCO RD UNIT B	LIVERMORE, CA 94550-8313	No Petition
OMEGA ROAD WINERY & CELLARS	2127 S VASCO RD STE C	LIVERMORE, CA 94550-9688	No Petition
PAGE MILL WINERY LLC	1960 S LIVERMORE AVE	LIVERMORE, CA 94550-9003	Full Match
PRUETT FARMS	5385 EAST AVE	LIVERMORE, CA 94550-9634	Full Match

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RETZLAFF VINEYARDS	1356 S LIVERMORE AVE	LIVERMORE, CA 94550-9505	No Petition
RIOS LOVELL WINERY	6500 TESLA RD	LIVERMORE, CA 94550-9123	No Petition
RODRIGUE MOLYNEAUX WINERY	3053 MARINA AVE	LIVERMORE, CA 94550-9602	No Petition
ROSA FIERRO CELLARS	2245 S VASCO RD STE A	LIVERMORE, CA 94550-8314	Full Match
THE STEVEN KENT WINERY	2245 S VASCO RD STE C	LIVERMORE, CA 94550-8314	Full Match
TENUTA VINEYARD	633 KALTHOFF CMN	LIVERMORE, CA 94550-6489	No Petition
TESLA VINTERS	5143 TESLA RD	LIVERMORE, CA 94550-9619	No Petition
WENTE VINEYARDS	5050 ARROYO RD 2	LIVERMORE, CA 94550-9645	Close Match
WOOD FAMILY VINEYARDS	2407 RESEARCH DR	LIVERMORE, CA 94550-3851	Full Match
SAKURA WINERY	5556 MINES RD	LIVERMORE, CA 94550-9176	Close Match
JMC CELLARS, LLC	6800 GREENVILLE RD	LIVERMORE, CA 94550-6708	Full Match
BODEGAS AGUIRRE WINERY	8580 TESLA RD	LIVERMORE, CA 94550-9723	No Petition
NFINITY CELLARS	476 LINDBERGH AVE	LIVERMORE, CA 94551-9553	No Petition
DEL SOL VINEYARDS LLC	8626 LUPIN WAY	LIVERMORE, CA 94550-9716	No Petition

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PETITION TO THE CITY OF LIVERMORE
TO RENEW THE LIVERMORE VALLEY WINE HERITAGE DISTRICT

We petition you to initiate proceedings to renew the Livermore Valley Wine Heritage District (LVWHD) in accordance with the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., for the purpose of providing services as described in the summary of the Management District Plan attached hereto as Exhibit A.

Business Establishment(s) & Address(es)	**Business Owner**
3 Steves Winery 5700 Greenville Rd Livermore	Steve Figanti

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Steve Figanti — Owner

Owner/Owner Representative Name (printed) — Title

[redacted] — 1/13/26

Owner/Owner Representative Signature — Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Brandi Lombardi, Executive Director
Livermore Valley Wine Community
3585 Greenville Road, Suite 4
Livermore, CA 94550
(925) 980-3380

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Business Establishment(s) & Address(es)	Business Owner
Darcie Kent Estate Winery 7900 Tesla Rd	Kent Family Estates David & Darcie Kent
Almost Famous Wine Co. 2271 Vasco Rd Suite D	"
Cheannon 4540 Tesla Rd	"

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Darcie T Kent — Owner
Owner/Owner Representative Name (printed) — Title

[redacted] — 1-13-2026
Date

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(925) 980-3380

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Business Establishment(s) & Address(es)	**Business Owner**
McGrail Vineyards 5600 Greenville Rd. Livermore, CA 94550	Ginger + Heather McGrail

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Heather McGrail — President
Owner/Owner Representative Name (printed) — Title

[redacted] — 1/12/26
Date

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Business Establishment(s) & Address(es)	**Business Owner**
Arroyo Cellars	John Chiplich
2270 Research Dr.	
Livermore CA 94550	

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

John Chiplich — Owner/Owner Representative Name (printed)

Winemaker — Title

[redacted] — ture

1/13/2026 — Date

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PETITION TO THE CITY OF LIVERMORE TO RENEW THE LIVERMORE VALLEY WINE HERITAGE DISTRICT

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Business Establishment(s) & Address(es)	**Business Owner**
JMC Cellars 6800 Greenville Rd Livermore, CA 94550	Jessica Carroll

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Jessica Carroll — Owner/Owner Representative Name (printed)

Managing Member — Title

[redacted]

1/13/26 — Date

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PETITION TO THE CITY OF LIVERMORE
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Business Establishment(s) & Address(es)	**Business Owner**
WOOD FAMILY VINEYARDS 2407 RESEARCH DR. LIVERMORE CA 94550	MICHAEL WOOD

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

MICHAEL WOOD — OWNER

Owner/Owner Representative Name (printed) — Title

[redacted] — 1.13.26

Date

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PETITION TO THE CITY OF LIVERMORE
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Business Establishment(s) & Address(es)	**Business Owner**
Page Mill Winery 1960 S. Livermore Ave Livermore, CA. 94550	Dave Stark

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Dave Stark — Managing Member
Owner/Owner Representative Name (printed) — Title

[redacted]

Ow — 1/13/2026
Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Brandi Lombardi, Executive Director
Livermore Valley Wine Community
3585 Greenville Road, Suite 4
Livermore, CA 94550
(925) 980-3380

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PETITION TO THE CITY OF LIVERMORE
TO RENEW THE LIVERMORE VALLEY WINE HERITAGE DISTRICT

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Business Establishment(s) & Address(es)	**Business Owner**
Sakura Winery	Jennifer Sahara

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Jennifer Sahara — Owner
Owner/Owner Representative Name (printed) — Title

[redacted] — 1/13/2026
Ow — Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Brandi Lombardi, Executive Director
Livermore Valley Wine Community
3585 Greenville Road, Suite 4
Livermore, CA 94550
(925) 980-3380

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PETITION TO THE CITY OF LIVERMORE
TO RENEW THE LIVERMORE VALLEY WINE HERITAGE DISTRICT

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Business Establishment(s) & Address(es)	**Business Owner**
PROVETT FARMS 5385 EAST AVE LIVERMORE, CA 94550	BOB PROVETT

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

BOB PROVETT — Owner/Owner Representative Name (printed)

OWNER — Title

[redacted] — C

10/13.26 — Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Brandi Lombardi, Executive Director
Livermore Valley Wine Community
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Livermore, CA 94550
(925) 980-3380

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PETITION TO THE CITY OF LIVERMORE
TO RENEW THE LIVERMORE VALLEY WINE HERITAGE DISTRICT

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Business Establishment(s) & Address(es)	**Business Owner**
Cuda Ridge Wines	Larry Dino
~~5340~~ 2400 Arroyo Rd.	Marjorie Dino
Livermore, CA	

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Larry Dino — Managing Partner
Owner/Owner's Representative Name (print Ind) — Title

[redacted]
Signature

1/13/26
Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

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PETITION TO THE CITY OF LIVERMORE
TO RENEW THE LIVERMORE VALLEY WINE HERITAGE DISTRICT

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Business Establishment(s) & Address(es)	Business Owner
Garre Vineyard & Winery 7986 Tesla Rd Livermore CA 94550	Gina M Cardera

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Gina M Cardera — Owner/Owner Representative Name (printed)

owner — Title

[redacted]

1/13/26 — Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

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Business Establishment(s) & Address(es)	**Business Owner**
Del Valle Winery 4948 Tesla Rd Livermore CA 94550	Gina M Cardera

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Gina M Cardera — Owner
Owner/Owner Representative Name (printed) — Title

[redacted] — 1/13/26
Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Brandi Lombardi, Executive Director
Livermore Valley Wine Community
3585 Greenville Road, Suite 4
Livermore, CA 94550
(925) 980-3380

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PETITION TO THE CITY OF LIVERMORE TO RENEW THE LIVERMORE VALLEY WINE HERITAGE DISTRICT

We petition you to initiate proceedings to renew the Livermore Valley Wine Heritage District (LVWHD) in accordance with the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., for the purpose of providing services as described in the summary of the Management District Plan attached hereto as Exhibit A.

Business Establishment(s) & Address(es)	**Business Owner**
Las Positas Vineyards 1828 Vetmore Rd Livermore CA 94550	Brent Amos

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Brent Amos — Owner/Owner Representative Name (printed)

Partner/GM — Title

[redacted] — Owner/Owner Representative Signature

1-13-22 — Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

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Business Establishment(s) & Address(es)	**Business Owner**
dba- Rosa Fierro Cellars	Rosa M. Mangin
2245 S. Vasco Rd, Ste A	
Livermore, CA 94550	
Rosa Fierro Wine Company, LLC	

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Rosa M. Mangin — Owner/Owner Representative Name (printed)

Sole Member — Title

[redacted]

1/13/26 — Date

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Business Establishment(s) & Address(es)	**Business Owner**
THE STEVEN KENT WINERY	STEVEN MIRASSOU
2245 S. VASCO RD, STE C	
LIVERMORE CA 94550	

The undersigned is the business owner or the authorized representative of the business owner and is the p[redacted]sign this petition.

Ow[redacted]d) Title Managing Partner

Owner/Owner Representative Signature Date

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Business Establishment(s) & Address(es)	**Business Owner**
Mitchell Katz Winery	Wesley Katz
2915 S Vasco Rd	
Livermore CA 94550	

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Wesley Katz — Owner
Owner/Owner Representative Name (printed) — Title

[redacted] — 1/13/26
Signature — Date

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Business Establishment(s) & Address(es)	Business Owner
Fenestra Winery	Lanny Replogle

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Robin Replogle — Owner/Owner Representative Name (printed)

Board Member — Title

[redacted]

1/15/26 — Date

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Business Establishment(s) & Address(es)	Business Owner
Murrieta's Well 3005 Mines Rd. Livermore CA 94550	Wente Family

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Karl D Wente — COO

Owner/Owner Representative Name (printed) — Title

[redacted]

01.13.2026

Date

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Business Establishment(s) & Address(es)	Business Owner
WENTE FAMILY VINEYARDS 5565 Tesla Rd Livermore CA 94550	WENTE FAMILY

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

KARL D WENTE — COO

O[redacted] — Title

01.13.2026

O[redacted] — Date

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Business Establishment(s) & Address(es)	**Business Owner**
Concannon Vineyard	

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

David B. Vett

Owner/Owner Representative Name (printed) Title

[redacted]

Owner Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

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Business Establishment(s) & Address(es)	**Business Owner**
Almost Famous Wine LLC	

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

David B. Vest
Owner/Owner Representative Name (printed)

Title

Owner/Ow[redacted]

Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

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Livermore Valley Wine Community
3585 Greenville Road, Suite 4
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2026-2031

LIVERMORE VALLEY WINE HERITAGE DISTRICT MANAGEMENT DISTRICT PLAN

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code Section 36600 et seq.

January 13, 2026

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I. OVERVIEW

Developed by Livermore Valley Winegrowers Association (LVWA), a non-profit organization, the Livermore Valley Wine Heritage District (LVWHD) is an assessment district proposed to provide specific benefits to payors, by funding marketing and sales promotion and protection efforts with the goal to advance assessed businesses in the Livermore Valley Wine Country. This approach has been used successfully in other destination areas throughout the country to provide the benefit of driving increased business sales directly to payors. The LVWHD was initially created in 2021 for a five (5) year term. Livermore Valley wine businesses and LVWA now wish to renew the LVWHD for an additional five (5) year term.

Location: The renewed LVWHD includes all wineries, existing and in the future, located within the boundaries of the County of Alameda and the City of Livermore (City), as shown on the map in Section III.

Services: The LVWHD is designed to provide specific benefits directly to payors by providing Marketing & Brand Awareness, Advocacy, Quality Enhancement & Education, Professional Development & Education efforts and other improvements and activities set forth in this Management District Plan (Plan). LVWHD services will promote assessed wineries in the LVWHD with the goal of increasing winery sales revenue. These services shall be implemented and completed in concert with the LVWHD term.

Budget: The total LVWHD annual assessment budget for the initial renewal year of its five (5) year operation is anticipated to be approximately $550,000. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as sales do and as wineries open and close.

Cost: The annual assessment rate is two percent (2%) of gross direct to consumer sales revenue on winery sales. Based on the benefit received, assessments will not be collected on purchases made outside of the state of California. Revenue generated from the LVWHD is intended only to provide programs and services for assessed businesses, all of which are located in California. Sales made outside of the state of California are not subject to assessment due to a lack of benefit. Assessment dollars will not be spent on any programs or activities to benefit individual winery businesses outside of the state of California. Assessment dollars may be spent outside of California to elevate the notoriety of the Livermore Valley as a premier winery destination with the desired outcome of increased in-person visitation to businesses paying the assessment.

Collection: The City or a third-party collection agency shall be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each winery located in the boundaries of the LVWHD. The City or the third-party collection agency shall take all reasonable efforts to collect the assessments from each winery.

Duration: The LVWHD will have a five (5) year life, beginning July 1, 2026. After five (5) years, the LVWHD may be renewed pursuant to the Property and Business Improvement

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District Law of 1994, Streets and Highways Code section 36600 et seq. (94 Law) if assessed wineries support continuing the LVWHD programs.

Management: The LVWA shall continue to serve as the LVWHD Owners' Association to provide improvements and activities for the LVWHD. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide an annual report on activities and expenditures to the City, which is also available to business owners.

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II. BACKGROUND

On November 22, 2021, the Livermore City Council (City Council) approved the establishment of the LVWHD and adopted the LVWHD Plan by City Council Resolution No. 2021-198 (Resolution of Formation). The LVWHD was approved for a five (5) year term, beginning July 1, 2021 through June 30, 2026.

Due to circumstances of the LVWHD formation process resulting in a delay in collection of assessments, the assessment could not begin until January 1, 2022. The Plan stipulates that although the five (5) year term begins July 1, 2021, the collection of assessments shall start January 1, 2022. The LVWHD term end date of June 30, 2026 remained unchanged. At the Livermore City Council hearing held on November 22, 2021, at which the Resolution of Formation (Reso 2021-198) was passed, the City Council reduced the original LVWHD boundaries to be conterminous with the City's jurisdiction boundary and portions of the County of Alameda. Therefore, the LVWHD assessment was only collected from the wineries within the reduced boundary.

On July 21, 2025, the LVWA requested the City to continue as the lead agency for the renewed LVWHD for a term of five (5) years beginning July 1, 2026 through June 30, 2031. The renewed LVWHD will derive assessment revenue not only from the assessment beginning July 1, 2026, but will also derive remaining revenues from the previous LVWHD term pursuant to § 36660 (b) of the 94 Law.

Wine Heritage Districts (WHDs) are an evolution of the traditional Business Improvement District (BID). BIDs utilize the efficiencies of private sector operation in the market-based promotion of business districts. BIDs allow business owners to organize their efforts to increase sales and promotional efforts. Business owners within the district fund a BID, and those funds are used to provide services that the businesses desire and benefit the businesses within the district.

Business Improvement District services may include, but are not limited to:

- Marketing of the District
- Business Promotion Activities
- Infrastructure Improvements

In California, BIDs are formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). This law allows for the creation of special benefit assessment districts to raise funds within a specific geographic area. *The key difference between BIDs and other special benefit assessment districts is that funds raised are managed by the private non-profit corporation governing the district.*

There are many benefits to Business Improvement Districts:

- Funds cannot be diverted for other government programs;
- Services are customized to fit the needs of each district;
- They allow for a wide range of services, including those listed above;

- Business Improvement Districts are ***designed, created and governed by those who will pay*** the assessment; and

- They provide a stable funding source for business promotion.

The 94 Law is provided in Appendix 1 of this document.

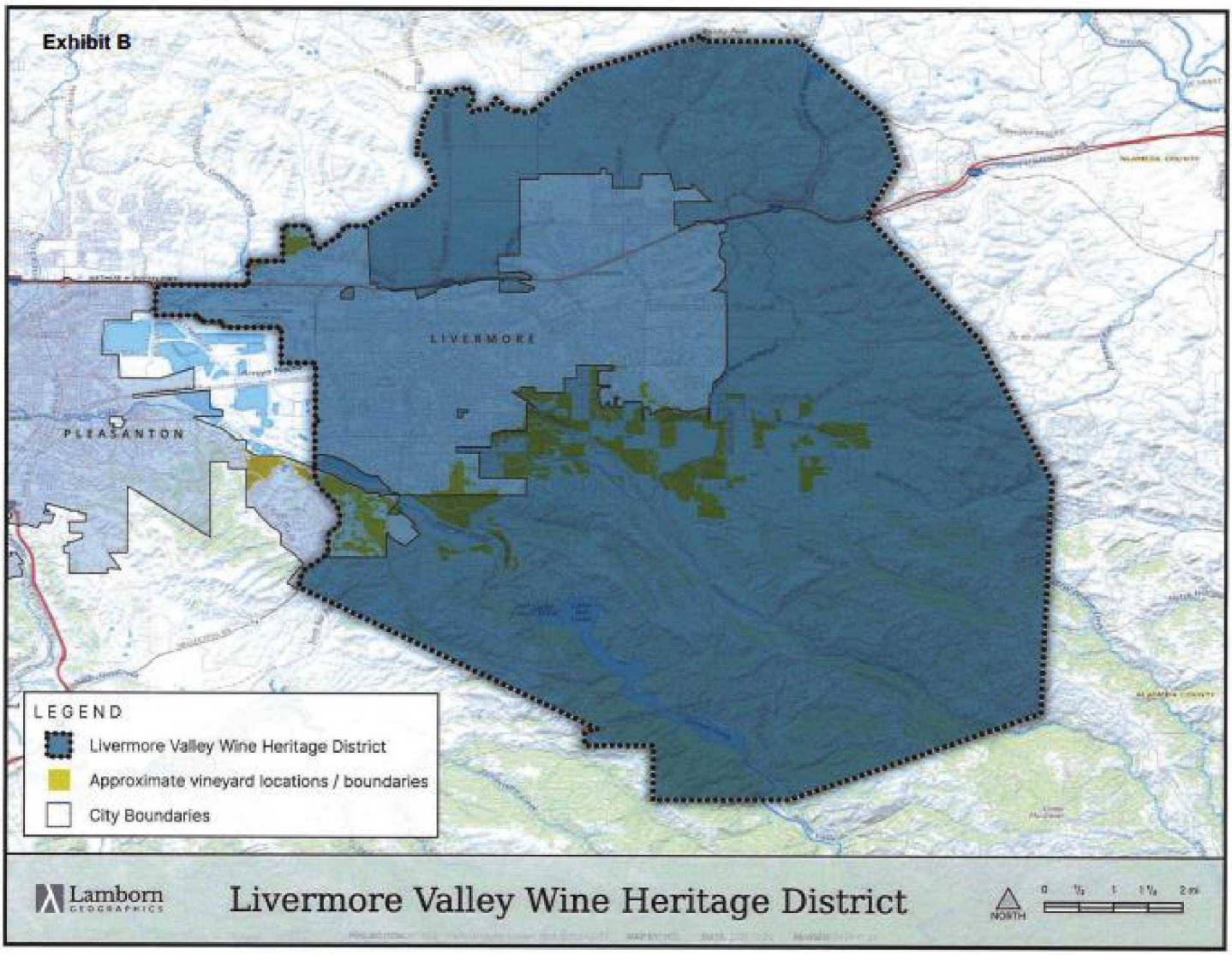
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III. BOUNDARY

The LVWHD will include all wineries, existing and in the future, within the boundaries of portions of the County of Alameda and the City of Livermore, as shown on the map below.

The term "winery" as used herein means: A business that is commercial growing and/or processing of wine grapes; and/or must have a valid state license and/or federal permit to process or sell wine at retail locations within the boundaries of the LVWHD.

A complete listing of wineries within the LVWHD as of December 9, 2025 can be found in Appendix 2. A map of the LVWHD boundaries is shown below.



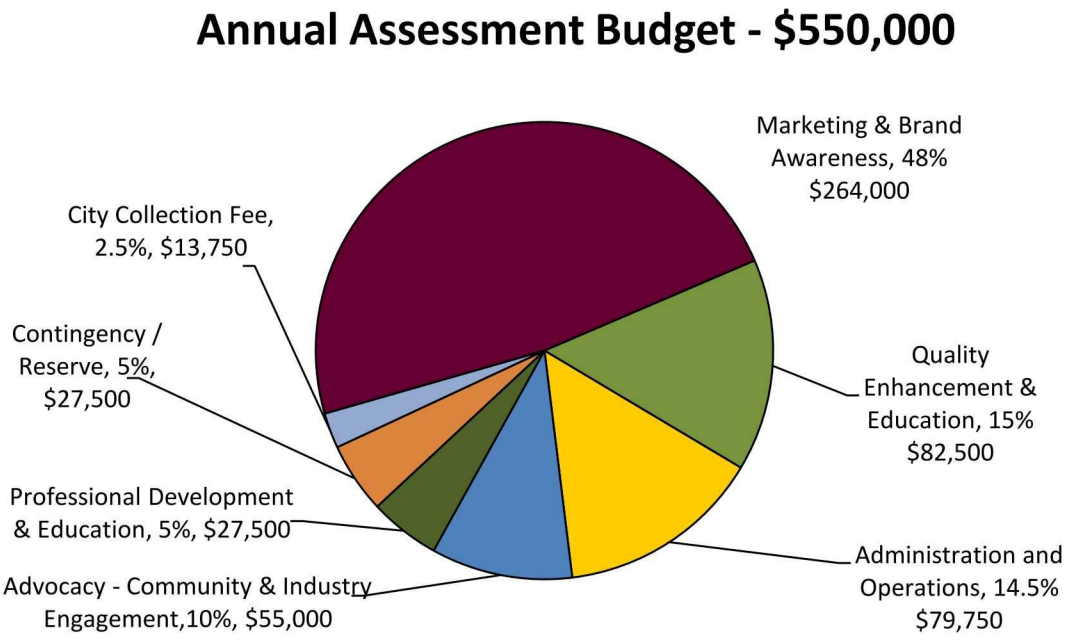
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IV. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The privileges and services provided with the LVWHD funds are Marketing & Brand Awareness, Advocacy, Quality Enhancement & Education, and Professional Development & Education programs (collectively, the "Services") available only to assessed businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed businesses. A detailed annual assessment budget will be developed and approved by LVWA. The table below illustrates the initial annual assessment budget allocations. The total initial assessment budget is $550,000.00.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the assessment budget shall remain the same. However, the City and the LVWA board shall have the authority to adjust budget allocations between the categories by no more than twenty percent (20%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the LVWHD, any and all assessment funds may be used for the costs of defending the LVWHD.

Each budget category includes all costs related to providing that service. For example, the Marketing & Brand Awareness budget includes the cost of staff time dedicated to overseeing and implementing the Marketing & Brand Awareness program. Staff time dedicated purely to administrative tasks is allocated to the Administration and Operations portion of the budget. The costs of an individual staff

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member may be allocated to multiple budget categories. The staffing levels necessary to provide the services below will be determined by the LVWA board on an as-needed basis.

Marketing & Brand Awareness

A Marketing & Brand Awareness program will promote the LVWHD as a premium winegrowing region and as a leader in the global wine community. The Marketing & Brand Awareness program will have a central theme of promoting the LVWHD as a desirable place to experience Livermore Valley wineries, and as a desirable area to purchase wines and other estate produced products. The program has the goal of increasing demand for visitation to the winegrowing region, retail sales, affinity for LVWHD grapes and wines, and recognition at and for assessed businesses, and may include but is not limited to the following activities:

- **Advertising** across any and all media channels to promote assessed winery tasting rooms on a local, regional or national level, including but not limited to: digital, print, television, radio and strategic brand partnerships;
- **Media Relations** – Promoting assessed winery tasting rooms through development of media relations strategies, including but not limited to: media familiarization tours, proactive media pitching and/or influencer relations;
- **Digital Marketing** – Utilizing paid, earned and owned social media to increase awareness of and engagement with assessed businesses;
- **Events** – Developing and executing winery focused special events to attract customers to assessed businesses;
- **Trade & Industry Engagement** – Ensuring representatives are provided the opportunity to attend trade shows, meetings, industry conferences, road shows, and events to promote assessed businesses; Create programs that engage key trade and industry influencers with the Livermore Valley;
- **Print Collateral** – Preparing and producing collateral, promotional materials such as brochures, flyers and maps for assessed winery tasting rooms;
- **Brand Enhancement** – Engage with third party brand development agency to develop brand platform and materials to assist with marketing assessed winery hospitality facilities;
- **Consumer Analytics** – Identify and leverage consumer demographic, geographic and psychographic data to target messaging that markets Livermore Valley as a premier, unique wine destination to attract customers to assessed winery hospitality facilities; and
- **Signage Program** – Ensure coordinated local signage for the Livermore Valley wine region.

Advocacy – Community & Industry Engagement

Advocacy programs will utilize dedicated time to provide unified attention, communication, and responsiveness throughout the LVWHD. The Advocacy program will also include efforts to form relationships and collaborate with local government agencies, as well as community and regional organizations and entities, to provide a unified voice to represent assessed wine tasting facilities' best interests on topics related to economic development, regulations, and planning decisions that impact LVWHD wine tasting facilities, with the goal to advance, promote and protect the Livermore Valley Wine Country. Additionally, Advocacy programs will engage and demonstrate leadership in key state and national trade and industry programs and organizations.

Quality Enhancement & Education

Quality Enhancement & Education programs will be developed for assessed wine tasting facilities designed to emphasize and enhance excellence and leadership in the industry, with the ultimate goal of increasing visitation, sales, and brand value for local wineries. Such programs are intended to bring

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increased exposure and prominence to Livermore Valley Wine Country as a world-class winery destination through continued education to amplify exceptional practices of the growing of wine grapes and vinification of wine. The program shall include initiatives and engage experts to enhance wine quality and secure industry recognition for Livermore Valley Wine Country as a premier winemaking and grape-growing region.

Professional Development & Education
Programs and training for assessed winery facilities related to winemaking, wine grape growing, sales, hospitality, direct to consumer, marketing, media interviews, business operations and best practices.

Administration and Operations
The Administration and Operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy, and other general administrative costs such as insurance, legal, and accounting fees.

A certified public accountant may complete an agreed-upon procedure of the Owners' Association's allocation of LVWHD funds and usage in accordance with the terms and conditions of the plan, at the City's discretion. An audit may be performed by the City, or the City may hire an independent audit firm The cost of an audit will be paid with LVWHD revenue. LVWA will reimburse the City for any costs incurred directly attributable to conducting an audit.

City Collection Fee
The City of Livermore shall be paid a fee equal to two and a half percent (2.5%) of the amount of assessment collected to cover its costs of collection and administration. In the event that the City's costs of collection and administration exceeds two percent (2%) of the amount of assessments collected, the City will notify the LVWHD of such increased costs and the LVWA board shall consider an adjustment of the budget allocation and fee or Contingency/Reserve funds may be used.

Contingency / Reserve
The budget includes a contingency line item to account for lower than anticipated assessments. If there are contingency funds collected, they may be held in a reserve fund or utilized for other programs, administration, additional costs of collecting the LVWHD assessment or renewal costs at the discretion of the Owners' Association. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Owners' Association. Contingency/reserve funds may be spent on District programs or administrative and renewal costs in such proportions as determined by the Owners' Association. The reserve fund may be used for the costs of renewing the LVWHD.

B. Annual Budget

The total five (5) year assessment budget is projected at approximately $550,000 annually, or $2,750,000.00, through 2031. This amount may fluctuate as businesses open and close and winery sales change.

C. California Constitutional Compliance

The LVWHD assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the LVWHD assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions.

[1] *Howard Jarvis Taxpayers Association v. City of San Diego (1999)* 72 Cal App. 4th 230

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Two of these exceptions apply to the LVWHD, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."[2] The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the LVWHD. The activities described in this Plan are specifically targeted to increase sales for assessed wineries within the boundaries of the LVWHD, and are narrowly tailored. LVWHD funds will be used exclusively to provide the specific benefit of Services directly to payors. Assessment funds shall not be used to feature non-assessed wineries in LVWHD programs, or to directly generate sales for non-assessed wineries. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed wineries.

The assessment imposed by this LVWHD is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors are the Services, which will be provided only to wineries paying the district assessment, with marketing & brand awareness, advocacy, and quality enhancement & education efforts promoting wineries paying the LVWHD assessment. The Services will be designed to increase sales revenue at each assessed winery. Because they are necessary to provide the Services that specifically benefit the assessed wineries, the administration and contingency services also provide the specific benefit of increased sales revenue to the wineries.

Although the LVWHD, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The legislature has recognized that marketing and promotions services like those to be provided by the LVWHD are government services within the meaning of Proposition 26[5]. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

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[2] Cal. Const. art XIII C § 1(e)(1)
[3] Government Code § 53758(a)
[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)
[6] Government Code § 53758(b)

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3. Reasonable Cost

LVWHD services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the LVWA, and reports submitted on an annual basis to the City. Only assessed wineries will be featured in marketing materials, receive sales leads generated from LVWHD-funded activities, be featured in advertising campaigns, and benefit from other LVWHD-funded services. Non-assessed wineries will not receive these, nor any other, LVWHD-funded services and benefits.

D. Assessment

The annual assessment rate is two percent (2%) of gross direct-to-consumer sales revenue of assessed wineries. Based on the benefit received, assessments will not be collected on purchases made outside of the state of California. Revenue generated from the LVWHD is intended only to provide programs and services for assessed businesses, all of which are located in California. Sales made outside of the state of California are not subject to assessment due to a lack of benefit. Assessment dollars will not be spent on any programs or activities to benefit individual winery businesses outside of the state of California. Assessment dollars may be spent outside of California to elevate the notoriety of the Livermore Valley as a premier winery destination with the desired outcome of increased in-person visitation to business paying the assessment.

The assessment was calculated based on the total cost of the activities to be provided for the benefit of the businesses within the LVWHD with costs allocated based on the proportional benefit conferred to each business. Activities funded by the LVWHD are specifically targeted to increase sales revenue at assessed businesses. All winery sales do not represent the same benefit to the payors. For example, a higher priced winery is of greater benefit than a lower priced winery because the assessee derives greater revenue. To account for this benefit differential and to make sure the benefits are proportional, an assessment formula based on percentage of revenue has been selected. The percentage of revenue method of assessment accurately reflects greater benefit to assessed businesses with higher priced winery sales, with greater benefit associated with wineries generating larger sums of revenue.

The term "gross direct-to-consumer sales revenue" as used herein means: the consideration charged by wineries, for all direct-to-consumer sales of wine, wine club shipments (whether shipped or picked up), ticket sales, tasting fees, tours and private and public special events, merchandise, prepared and packaged foods for on-premise or off-premise consumption (whether sold in a tasting room or a stand-alone restaurant on- premise), orders placed via telemarketing, telephone, online, email, whether carried out at the time of purchase, shipped or picked up at a later date (pre-sales). Gross direct-to-consumer sales revenue shall not include any federal, state or local taxes collected, including but not limited to sales and use taxes.

The assessment is levied upon and a direct obligation of the assessed winery. However, the assessed winery may, at its discretion, pass the assessment on to customers. The amount of assessment, if passed on to each customer, shall be disclosed in advance and separately stated from the amount charged and any other applicable taxes, and each customer shall receive a receipt for payment from the business. If the LVWHD assessment is identified separately it shall be disclosed as the "LVWHD Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed winery even if it is passed on to customers. The assessment shall not be considered revenue for any purpose, including calculation of sales taxes. The California Department of Tax and Fee Administration (CDTFA) issued a written opinion that state sales tax applies to the revenue generated from business improvement district (BID) assessments on items where state sales tax is levied. In light of CDTFA's

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opinion, businesses that pay both state sales tax and LVWHD assessments on sales are advised to collect sales tax on the assessment revenue.

Bonds shall not be issued.

E. Penalties and Interest

The LVWHD shall reimburse the City for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent LVWHD assessment are sought to be recovered in the same collection action by the City, the LVWHD shall bear its pro rata share of such collection costs.

If a winery fails to remit any assessment imposed by this Plan within the time required, the City shall contact the winery to inquire about the delinquency and encourage prompt filing. If a winery remains delinquent for one (1) quarter, the penalties described below shall be applied, and the City shall issue a certified letter requesting immediate reporting and payment.

Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency*
   Any winery that fails to remit any assessment imposed by this Plan within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the assessment.
2. *30-Day Delinquency*
   Any winery that fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the assessment in addition to the assessment and the ten percent (10%) penalty first imposed.
3. *Continued Delinquency*
   If the winery remains delinquent for two (2) consecutive quarters, LVWA shall issue a certified letter directing the winery to file the required reports and remit payment. Until such filing and payment are confirmed, the winery shall be removed from LVWA's website and shall not be eligible to participate in LVWHD programs, events, or benefits. The winery shall also be required to pay all outstanding assessments, together with any accrued late fees, penalties, and fines.
4. *Fraud*
   If the City or third-party collection agency determines that the nonpayment of any remittance due under this article is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the penalties stated in paragraph one (1) and two (2) above of this section.
5. *Interest*
   In addition to the penalties imposed, any winery who fails to remit any assessment imposed by this section shall pay interest at the rate of one-quarter of one percent (0.25%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

F. Time and Manner for Collecting Assessments

The LVWHD assessment renewal will be implemented beginning July 1, 2026 and continue for five (5) years to end on June 30, 2031. The City or a third-party collection agency will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each winery located in each jurisdiction within the LVWHD. The City or a third-party collection agency

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shall take all reasonable efforts to collect the assessments from each winery. The City or a third-party collection agency shall forward the assessments collected to the Owners' Association.

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V. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the LVWHD as defined in Streets and Highways Code §36612. The City Council has determined that LVWA will continue to serve as the Owners' Association for the LVWHD.

Pursuant to Section 36612 of the Property and Business Improvement District Law of 1994, the City and LVWA shall enter into an agreement authorizing LVWA to administer and implement the improvements, maintenance, and activities described in this Plan. The agreement shall outline the respective roles, responsibilities, and reporting requirements of the City and LVWA to ensure compliance with applicable laws and the intent of this Plan.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the LVWA board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote of abstention on that action of each member present for the action. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

C. Annual Report

The LVWA shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

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APPENDIX 1 – LAW

CURRENT THROUGH CH. 790 OF THE LEGISLATION FROM THE 2025-2026 REGULAR SESSION, EFFECTIVE AS OF OCTOBER 13, 2025

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those

special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:
(a) Promotion of public events.
(b) Furnishing of music in any public place.
(c) Promotion of tourism within the district.
(d) Marketing and economic development, including retail retention and recruitment.
(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

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36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

(a) "Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) "Special benefit" also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
(1) A map showing the boundaries of the district.
(2) Information specifying where the complete management district plan can be obtained.
(3) Information specifying that the complete management district plan shall be furnished upon request.
(c) The resolution of intention described in subdivision (a) shall contain all of the following:
(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:
(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
(b) The name of the proposed district.
(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities

and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.
(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.
(g) The time and manner of collecting the assessments.
(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
(i) The proposed time for implementation and completion of the management district plan.
(j) Any proposed rules and regulations to be applicable to the district.
(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be

mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the

district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.
(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.
(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

36638. Assessment as government imposed fee on Civ C § 1770 transaction

(a) A business assessment pursuant to this part is a fee imposed by a government on the transaction for purposes of paragraph (29) of subdivision (a) of Section 1770 of the Civil Code.
(b) This section shall become operative on July 1, 2024.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.
(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.
(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.
(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
(2) The improvements, maintenance, and activities to be provided for that fiscal year.
(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.
The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of

assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

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APPENDIX 2 – ASSESSED BUSINESSES*

3 STEVES WINERY	LONGEVITY WINES
ALMOST FAMOUS WINE COMPANY	MCGRAIL VINEYARDS AND WINERY
ARROYO CELLARS	MITCHELL KATZ
BENT CREEK WINERY	MURRIETAS WELL
BOAVENTURA DE CAIRES WINERY	OCCASIO WINERY
BODEGAS AGUIRRE	OMEGA ROAD WINERY & CELLARS
CADDIS WINES	PAGE MILL WINERY
CONCANNON VINEYARD	PRUETT FARMS
CUDA RIDGE WINES	RETZLAFF VINEYARDS
DANTE ROBERE VINEYARDS	RIOS LOVELL WINERY
DARCIE KENT VINEYARDS	RODRIGUE MOLYNEAUX WINERY
DEL VALLE WINERY	ROSA FIERRO CELLARS
EHRENBERG CELLARS	SAKURA WINERY
FAVALORA VINEYARDS & WINERY, INC	SHANTI WINERY
FENESTRA WINERY	STEVEN KENT WINERY
GARRE VINEYARD & WINERY	TENUTA VINEYARD
JMC CELLARS	TESLA VINTNERS
LAS POSITAS VINEYARDS	WENTE VINEYARDS
LEISURE STREET WINERY	WOOD FAMILY VINEYARDS

* Jurisdiction list as of December 9, 2025. The list was developed with the most reliable information provided; however, the list may contain discrepancies. This list shall include any future to-be opened businesses. Any business that may have been missed in this list, but is still within the boundaries of the LVWHD, shall also be subject to assessment.

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NOTICE OF PUBLIC MEETING AND PUBLIC HEARING CONCERNING THE RENEWAL OF THE LIVERMORE VALLEY WINE HERITAGE DISTRICT (DISTRICT) AND LEVY OF AN ASSESSMENT ON CERTAIN WINERIES WITHIN THE DISTRICT

NOTICE IS HEREBY GIVEN that on March 9, 2026, the City Council of the City of Livermore (City) adopted a Resolution of Intention to renew the Livermore Valley Wine Heritage District (District) and to levy an assessment on certain wineries within the District as set forth in the Resolution of Intention.

NOTICE IS HEREBY FURTHER GIVEN that at 7:00 PM, or as soon thereafter as may be heard, on April 27, 2026, at the City Council Chamber, 1016 S. Livermore Avenue, Livermore, CA 94550, a public meeting shall be held pursuant to Government Code section 54954.6 to allow public testimony regarding the renewal of the District and the levy of assessments therein as set forth in the Resolution of Intention.

NOTICE IS HEREBY FURTHER GIVEN that 7:00 PM, or as soon thereafter as may be heard, on June 8, 2026, at the City Council Chamber, 1016 S. Livermore Avenue, Livermore, CA 94550, has been set as the time and place for a public hearing at which time the City Council proposes to renew the District and to levy the proposed assessment as set forth in the Resolution of Intention.

Location: The renewed District includes all wineries, existing and in the future, located within the boundaries of the County of Alameda and the City of Livermore (City), as shown on the map in Section III of the Management District Plan (Plan).

Services: The District is designed to provide specific benefits directly to payors by providing Marketing & Brand Awareness, Advocacy, Quality Enhancement & Education, Professional Development & Education efforts and other improvements and activities set forth in the Management District Plan (Plan). District services will promote assessed wineries in the District with the goal of increasing winery sales revenue. These services shall be implemented and completed in concert with the District term.

Budget: The total District annual assessment budget for the initial renewal year of its five (5) year operation is anticipated to be approximately $550,000. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as sales do and as wineries open and close.

Cost: The annual assessment rate is two percent (2%) of gross direct to consumer sales revenue on winery sales. Based on the benefit received, assessments will not be collected on purchases made outside of the state of California. Revenue generated from the District is intended only to provide programs and services for assessed businesses, all of which are located in California. Sales made outside of the state of California are not subject to assessment due to a lack of benefit. Assessment dollars will not be spent on any programs or activities to benefit

individual winery businesses outside of the state of California. Assessment dollars may be spent outside of California to elevate the notoriety of the Livermore Valley as a premier winery destination with the desired outcome of increased in-person visitation to businesses paying the assessment.

Collection: The City or a third-party collection agency shall be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each winery located in the boundaries of the District. The City or the third-party collection agency shall take all reasonable efforts to collect the assessments from each winery.

Duration: The District will have a five (5) year life, beginning July 1, 2026. After five (5) years, the District may be renewed pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq. (94 Law) if assessed wineries support continuing the District programs.

Management: The Livermore Valley Winegrowers Association (Winegrowers) shall continue to serve as the District Owners' Association to provide improvements and activities for the District. The Owners' Association is charged with managing funds and implementing programs in accordance with the Plan and must provide an annual report on activities and expenditures to the City, which is also available to business owners.

Protest: Any owner of a winery business within the renewed District that will be subject to the assessment may protest the renewal of the District. If written protests are received from the owners of winery businesses in the renewed District who represent fifty percent (50%) or more of the estimated annual assessments to be levied, the District shall not be renewed and the assessment shall not be imposed.

Written protest may be sent to:

Office of the City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
cityclerk@livermoreca.gov

You may also appear at the public meeting or hearing and submit a written protest at that time.

Docusign Envelope ID: 9FB95747-D40F-4928-B79C-A804483CD835

Information: Should you desire additional information about this proposed District renewal or assessment contact:

Brandi Lombardi, Executive Director
Livermore Valley Wine Community
3585 Greenville Road, Suite 4
Livermore, CA 94550
(925) 980 – 3380

Theresa de la Vega, Business Engagement Lead
City of Livermore
Innovation and Economic Development Department
1052 S. Livermore Avenue
Livermore, CA 94550
(925) 960-4049

ATTACHMENT 3

City Clerk's Office

APR 13 2026

City of Livermore

Office of the City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
cityclerk@livermoreca.gov

3/30/26

RE: LVWA PROTEST LETTER

My name is Nancy Tenuta. I have been the owner of my property in The Ruby Hill Vineyard Estates at 633 Kalthoff Common, Livermore, CA 94550 since 1998. I am against continuing the assessment for the LVWHD for the following reasons:

1) IT IS UNFAIR that I have to pay the assessment & the 2 Wineries across the street from me DO NOT PAY! They are also in Ruby Hill & Alameda County. I also know of 2 Wineries in Livermore that do not pay & have not for the last 5 years.
2) I have not seen ANY improvement in sales since the assessment has been implemented. Quite the opposite. I have lost over 20% each year (30% in 2025) in sales & wine club members. Events are down 80% for 2024 & 2025. Whatever the Livermore Winegrowers are doing is not working at my Winery. I am barely hanging in with 30% less sales each year & don't see any improvement coming.
3) Maintenance of my vineyards as gone up 75%. Events & sales have gone down each year the LVWHD has been implemented. The sales numbers prove each year the Livermore Winegrowers Association has not assisted my Winery in any way to improve business.
4) This is my 28th year since I had a vision to build a Boutique Winery in the Livermore Valley. The whole idea was unheard of in 1998. I have persevered thru many turbulent times with no help from the Winegrowers Association. In fact there have been many "Women Winemaker" Events thru the year that I learned about thru The Independent & other sources which I have never been invited to.
5) The Winegrowers Association has many meetings but I can see absolutely nothing that will help my Winery. With 28 years in business I feel like I have seen it all, however, I would like to be of assistance in the education of the Livermore Valley, but with losing over $42,000 last year I need to keep my efforts at my own establishment. I may have to close down my establishment if I continue losing money every year. 2026 may be the last year of Tenuta Vineyards Winery.
6) I PROTEST TENUTA VINEYARDS PAYING THE 2% TAX!!

Nancy Tenuta
TENUTA VINEYARDS
633 Kalthoff Common
Livermore, CA 94550
[redacted]

City Clerk's Office
APR 13 2026
City of Livermore

4/9/2026

Office of the City Clerk

City of Livermore

1052 S. Livermore Ave

Livermore Ca 94550

RE: LVWA PROTEST LETTER

To whom it may concern,

My name is Rich Rollins and I've been Nancy Tenuta's marketing director & tasting room manager for almost 21 years.

Nancy Tenuta is one of a few female owner/winemakers in the Livermore Valley. What sets Nancy apart from the others is she built an 18,000 square foot "custom crush" facility.

Our development here on the west side of Livermore was called the South Livermore plan, back in the mid 90's. There are 36 twenty plus acre lots. People who bought into this development had a choice to build a home, build a winery or build a home & winery. Nancy was the 2nd person to buy into this development back in the late 90's.. Oh, by the way, everyone who bought a lot had to put in their own septic & well water, so there was a lot of infrastructure that had to take place.

Nancy loves wine and was intrigued about starting a winery. This phone call, back in 1999, DID NOT, take place. Hey dad, hey grandpa Tony, hey uncle Paul, what do I do? No one in Nancy's family owned a winery, were winemakers, in fact, hardly anyone in her family even drinks wine. She had no business getting into the wine business.

As we all know, Wente put Livermore on the map by being the first to plant grapes in the late 1800's.

Nancy Tenuta is a BIG part of the success of the Livermore Valley.

Words that best describe Nancy, the first 2 go hand in hand.
"Vision & Fortitude"
Nancy took a deep breath and said, "I don't know what I'm doing, but this is what I want to be, when I grow up, so to speak.
The 3rd word is
"Diversify"
Since Nancy didn't have anyone in her family to get help from, she jumped on the computer and researched, "how do I diversify my portfolio getting into the wine industry".
I'm sure she spoke to local winemakers & owners as well. What she learned by her research, was to build a "custom crush" facility. Custom crush means, not only does Nancy make her wines here, for 28 years she's been helping the boutique & home winemakers by giving them a

home to use all of her equipment. When you go to a boutique winery, it's just a tasting room. They do not have room for fermentation tanks, stainless steel tanks, bottling machine, barrels, forklifts, bins, basically, all the equipment you need to make wine. She built an 18,000 square foot "custom Crush Facility. To date, Nancy has helped over 110 clients, by giving them a home. A third of which now have wineries in the Livermore Valley. Nancy's like the "momma bird". As her clients leave, after being here for 1, 2, 5, 7 years, to start their own winery she lets her babies fly away, but not before saying "make me proud, make Livermore proud."

Here are just a few of our clients over the past 28 years.

McGrail

3 Steves

White Crane

Les Chenes

John Christopher Cellars

Rosie Fierro

Frank Favalora

Chris Ehrenberg

Embodied Wines

Eno Techa

En Garde

Las Positas Vineyards

Longevity

John Evan

Big White House

Garre

Elliston

Ocassio

Longevity

Just to name a few.

All of these wineries either used Nancy's equipment to make their own wine here at Tenuta, or stored their barrels & case goods, bought barrels or asked us to bottle their wines.

As mentioned, Tenuta Vineyards is part of the South Livermore Plan. She was the 2nd person to buy a lot back in the late 1990's, and the first to build a winery. The reason I bring this up is all of our neighbors, at the time, knew there was a winery down the street, next door or across the street. Before Nancy opened up her tasting room, she was already helping other wineries with their storage & letting them use her equipment. And by the way, had signed up with the Livermore Valley Winegrowers Association.

It was 2008 or 2009 when neighbors complained about Nancy's winery. They complained about traffic & noise. It got so bad that the City of Livermore sued Nancy Tenuta for being a public nuisance. The neighbors said we were doing events until 2am, which was not true. We went before the Planning Commission of the City Council to plead our case because our neighbors wanted Nancy to lose her business, even though everyone had the choice to build a home, winery or home & winery. The Planning Commission voted 4-3 to shut down the winery. We appealed and went in front of the City Council, who voted to keep Nancy in business. We had wine club members, friends & tasters write letters to Marshall Kamena, Mayor, and Vice Mayor, John Marchand. It was a terrible time. The reason I bring up our past is this…

Nancy reached out to the Winegrowers Association for support. THEY REFUSED TO STAND UP FOR NANCY TENUTA & TENUTA VINEYARDS. We bring tax dollars to the Livermore Valley, just like the rest, but yet they did not have the balls to fight for Nancy. After years of being a member of the Association, Nancy said, "why am I giving all this money to the wine growers if they are not going to support me'. She backed out. Then we noticed all the winery signs going up around the Livermore Valley. Where was Tenuta's sign? For years we were left off. The winegrowers said we had to be members in order for them to put up any signage.

All The "Women Owned" winemakers have events At the BankHead or wineries. Storiers have been written about these events. WHERE IS NANCY TENUTA? SHE IS NEVER INVITED, MENTIONED AT ALL.

I protest the 2% tax. Pardon my French, but

THE LIVERMORE WINEGROWERS ASSOCIATION CAN GO F$CK THEMSELVES. THEY DO NOTHING FOR NANCY TENUTA. WE ARE ON AN ISLAND OUT HERE, TRYING TO SURVIVE.

Rich Rollins

Marketing Director

Tasting Room Manager

Tenuta Vineyards

633 Kalthopff Common

Livermore Ca 94550

[redacted]

[redacted]

Teresita Vineyard
633 K[illegible] Ct.
Livermore, Ca 94550

City Clerk's Office

APR 13 2026

City of Livermore

OAKLAND CA 945
10 APR 2026 PM 6 L



Office of the City Clerk
City of Livermore
1052 S. Livermore Ave.
Livermore, Ca 94550

94550-489999

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 8.2**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving an amendment to the City Attorney's contract.

RECOMMENDED ACTION

City Council recommends the City Council adopt a resolution approving an amendment to the City Attorney's employment contract.

DECISION TYPE

Administrative

SUMMARY

The City Attorney's contract stipulates under Section V.A. that the City Council shall conduct a performance review after 6-months of employment with the City leading to a possible 6% salary increase and an additional $3,000 annually in deferred compensation. City Council conducted the City Attorney's 6-month performance review on April 13, 2026, and is recommending the City Attorney receive a 6% salary increase and an additional $3,000 annually in deferred compensation contributions.

DISCUSSION

The City Attorney's employment contract is dated September 9, 2025, indicates that the City Council shall conduct a performance evaluation after 6-months of employment with the City leading to a possible 6% salary increase and an additional $3,000 annually in deferred compensation contributions. The City Council met in Closed Session with the City Attorney on April 13, 2026, to discuss her performance evaluation. At the Closed Session City Council agreed to provide the City Attorney a 6% salary increase and an additional $3,000 annually in deferred compensation contributions as allowed for in her employment contract.

Council approval would be the first amendment to the City Attorney's contract dated September 9, 2025, to add the following material change: provide a 6% salary increase bringing the City Attorney's annual base salary to $334,185 and an additional $3,000 annually in deferred compensation for a total $10,020 in City funded deferred compensation contributions.

FISCAL AND ADMINISTRATIVE IMPACTS

The additional annual net salary and benefits cost $23,618 including increased contributions to CalPERS and Medicare.

COMMUNITY PILLAR

5: A City that Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Resolution
2. Exhibit A - City Attorney Amended Contract

Prepared by: Tina Olson
Administrative Services Director

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE AMENDMENT TO THE CITY ATTORNEY'S EMPLOYMENT CONTRACT

On September 9, 2025, the City Council entered an employment contract with City Attorney, Kimberly D. Cilley. Pursuant to the employment contract, the City Council conducted the City Attorney's 6-month performance evaluation on April 13, 2026, and evaluated modifications to terms and conditions of employment presented by the City Attorney after the performance evaluation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby:

1. Approves modifications to the terms and conditions of the employment contract for the City Attorney, effective May 4, 2026, as described more fully in the 2026 Amendment to the City Attorney's Employment Contract, attached hereto as Exhibit A; and

2. Authorizes the Mayor, on behalf of the City of Livermore, to execute the 2026 Amendment to the City Attorney's Employment Contract.

On motion of Council Member_____, seconded by Council Member _____the foregoing resolution was passed and adopted on April 27, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Amendment to City Attorney's Employment Contract

Docusign Envelope ID: 3D244FE9-67E1-4F71-9376-0A08BE63212D

2026 AMENDMENT
TO CITY ATTORNEY EMPLOYMENT CONTRACT

THIS AMENDMENT is made and entered into this ____ day of _____, 2026, by and between the City of Livermore (“City”), a California municipal corporation, and Kimberly D. Cilley ("Employee").

RECITALS

The City Council has completed its 6-month performance review for the City Attorney.

The City and Employee desire to amend the City Attorney Employment Contract between them dated September 9, 2025 (“Agreement”). Section X.(D) of the Agreement requires any modifications to be in writing and signed by the parties.

AGREEMENT

NOW, THEREFORE, City and Employee hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. The following sections of the Agreement are hereby amended to read as follows:

    a. In Subsection (A) *Salary* in Section III *Compensation* the annual salary is changed from “$315,269” to “$334,185.”

    b. In Subsection (B) (2) *Benefits* in Section III City contribution of $385.00 per pay period (bi-weekly) into a City deferred compensation program to the extent that such contribution is matched by Employee’s contribution.

2. The changes made by this 2026 Amendment shall take effect and apply starting with the pay period commencing May 4, 2026, and until that date the terms and conditions in the Agreement shall continue to control.

3. Except as amended above, the Agreement remains in full force and effect.

4. The Amendments are prospective and only apply to services rendered by Employee after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not and shall not relieve the parties of the terms and conditions of the Agreement as written and in effect at the time services were rendered prior to this Amendment.

****

SIGNATURES ON THE NEXT PAGE

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have caused this Agreement to be executed on the date first written above.

EMPLOYEE: **Dated:**

DocuSigned by:
Kimberly Cilley
49223792A78E477...

4/16/2026 | 11:25 AM PDT

Kimberly D. Cilley
City Attorney

CITY OF LIVERMORE: **Dated:**

John Marchand
Mayor

ATTEST:

Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F63715704E2...

Initial
JF

Tara Mazzanti
Senior Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.1**

DATE: April 27, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

DECISION TYPE

Not Applicable

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

4.1	Confirm Advisory Body appointments to the Historic Preservation Commission, Library Board of Trustees, and the Livermore Housing Authority Board of Commissioners, and direct the City Clerk to administer the oath of office. Material: PowerPoint Presentation
5.0	Open Forum Material: Public Comment
6.4	Resolution adopting an updated policy for distribution of Tickets, Passes, and Gifts. Material: Revised Exhibit A to the Resolution - Revised Policy
7.1	Hearing to receive and consider protests and direct staff to proceed with fieldwork on the abatement of weeds, rubbish, dirt, or refuse on specific described properties under the 2026 Weed Abatement Program. Material: PowerPoint Presentation

7.2	Public Hearing to receive information regarding the City's job vacancies, recruitment, and retention efforts in accordance with Assembly Bill 2561, as required by Government Code section 3502.3. Material: PowerPoint Presentation
8.1	Public comment on the renewal of the Livermore Valley Wine Heritage District. Material: PowerPoint Presentation
8.2	Resolution approving an amendment to the City Attorney's contract. Material: PowerPoint Presenation
9.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

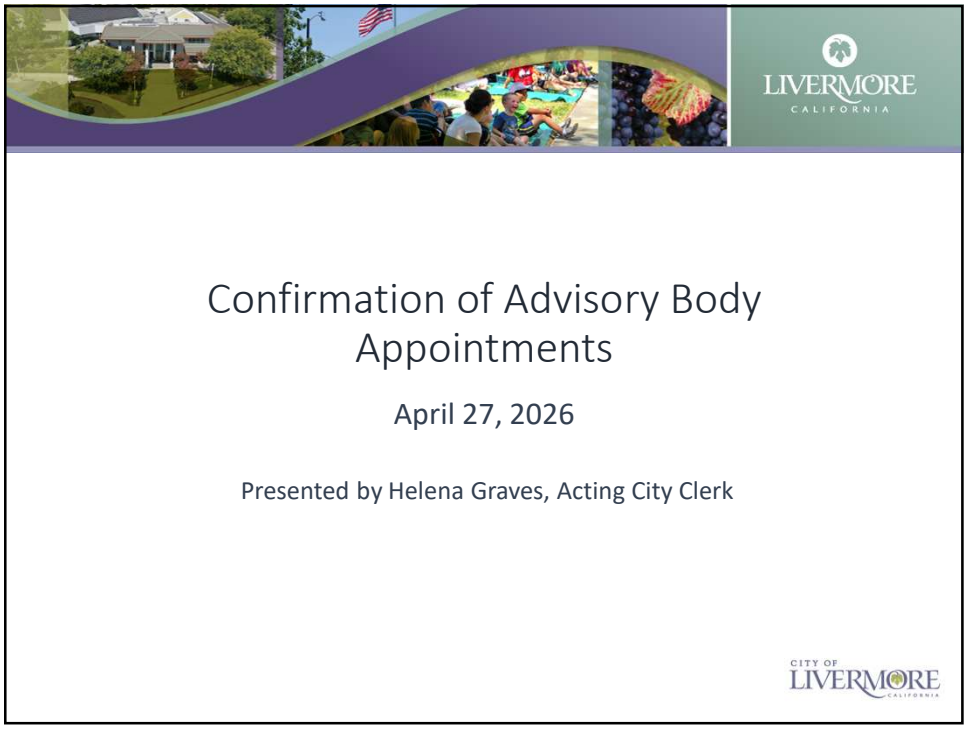
Prepared by: Helena Graves
Acting City Clerk

Approved by:

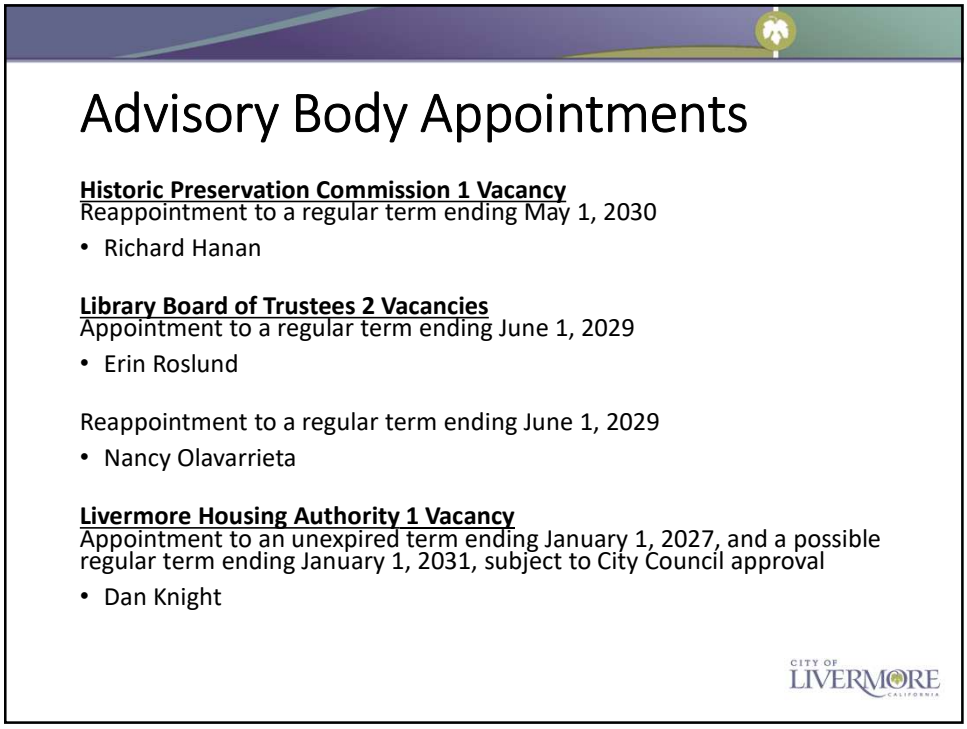
Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director


LIVERMORE
CALIFORNIA
Confirmation of Advisory Body Appointments
April 27, 2026
Presented by Helena Graves, Acting City Clerk
CITY OF LIVERMORE

1


Advisory Body Appointments
Historic Preservation Commission 1 Vacancy
Reappointment to a regular term ending May 1, 2030
• Richard Hanan
Library Board of Trustees 2 Vacancies
Appointment to a regular term ending June 1, 2029
• Erin Roslund
Reappointment to a regular term ending June 1, 2029
• Nancy Olavarrieta
Livermore Housing Authority 1 Vacancy
Appointment to an unexpired term ending January 1, 2027, and a possible regular term ending January 1, 2031, subject to City Council approval
• Dan Knight
CITY OF LIVERMORE

2

Recommended Action

The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Historic Preservation Commission, Library Board of Trustees, and the Livermore Housing Authority Board of Commissioners, and direct the City Clerk to administer the oath of office.

CITY OF LIVERMORE CALIFORNIA

3

Helena Graves

From: Mark Hamilton [redacted]
Sent: Tuesday, April 21, 2026 10:14 AM
To: City Clerk
Subject: City Council Meeting Comment: Population Growth

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Reading the April 2, 2026 issue in the Independent "Livermore Residents Challenge a 50% Growth Forecast in Draft General Plan' has me alarmed! As a 24 year Livermore resident, I am against any change with the Urban Growth Boundary.

I don't believe the city of Livermore should even be considering such growth, rather look back at what has happened to the last 5+ years to traffic debacles alone:

- Extensive building in downtown has led to severe traffic congestion
- East end of First Street is gridlock most hours of the day, and the new Trumark Homes development on Las Positas will significantly add to this problem (was there a traffic study even completed?!?)

The traffic infostructure is not adequate at current population levels - I ask that the city leaders consider the quality of life of ***current*** residents and ***fix*** the problems that have been created by bad planning.

Another example of poor planning is the proposed 2000 theater when the Bankhead is rarely at capacity...cart before the horse!

Mark & Gina Hamilton
[redacted]

CITY OF
LIVERMORE
CALIFORNIA

INTEROFFICE MEMORANDUM

Date: April 27, 2026

To: Livermore City Council

From: Marianna Burch, City Manager

Subject: Agenda Item 6.4 – Resolution adopting an updated policy for distribution of Tickets, Passes, and Gifts

The exhibit attached to the above agenda item updating the policy for distribution of Tickets, Passes, and Gifts (Item 6.4) has been revised to include non-substantive language for clarification purposes.

Specifically, the revision adds the term "City Official" to sections C 2 – Receiving Tickets and Passes and D 2 – Receiving Gifts to more clearly identify the individuals to whom these provisions apply.

A redline version of the policy reflecting these changes is attached to this memorandum.

Staff recommend the City Council approve the updated policy reflecting the above-mentioned changes.

DISTRIBUTION OF TICKETS, PASSES, AND GIFTS POLICY

II. BACKGROUND

Section 18944.1 of the California Code of Regulations[1] governs distribution of tickets or passes by a public agency to its officials. It sets forth the conditions under which a ticket or pass distributed to, or at the behest of, an agency official will not be treated as a gift under the Political Reform Act (PRA) and Fair Political Practices Commission (FPPC) regulations. It also requires the agency to adopt a policy governing ticket distribution and to post information on its website for each ticket that it distributes.

Section 18944 permits payments which constitute gifts under the PRA to be made to the City and thereafter used by City Officials without these payments being considered "gifts" which must be reported on the City Official's annual Statement of Economic Interests, Form 700.

From time-to-time, the City may purchase or receive tickets or passes for admission to events or receive gifts for City use. Accordingly, the City adopts this Policy in compliance with §18944.1 and §18944. This Policy governs the distribution of tickets and passes and receipt of gifts by the City and supersede any other City policies, practices or procedures relating to these subjects.

Nothing in this policy supersedes State law or FPPC requirements. Employees are encouraged to review the appropriate regulations for specific information related to the Conflict of Interest Code and the filing of Statements of Economic Interests.

II. POLICY

A. Purpose of Policy

The purpose of this Policy is to ensure that all tickets, passes, and gifts provided to the City be distributed so that they accomplish public purposes of the City, as identified in this Policy, and in accordance with §18944.1 and §18944. Tickets and passes that are distributed and meet the requirements of this Policy will not result in a gift to the City Official who receives the ticket.

B. Definitions

1. "Pass" – A ticket that provides repeated access, entry, or admission to a facility or series of events and for which similar passes are sold to the public.

2. "Ticket" – Anything that provides access, entry, or admission to a specific future event or function and for which similar tickets are sold to the public to view, listen to, or otherwise take advantage of the attraction or activity for which the ticket is sold and includes any benefits that the ticket provides. For purposes of this Policy, the term "ticket" shall include "pass" as defined herein.

3. "Ticket Distribution Coordinator" or "TDC" – The City Manager or designee(s).

4. "City Official" – Every member, officer, or full-time employee of the City of Livermore, as defined in §18700 and Government Code §82048. Such term shall include, but is not

[1] All sections in this policy refer to the California Code of Regulations unless otherwise stated.

limited to any City Council Member or other appointed official or employee required to file an FPPC Form 700.

5. "Immediate family" – The spouse and dependent children of the City Official. The term "spouse" includes registered domestic partners recognized by State law. The term "dependent children" shall mean a child, including an adoptive child or stepchild, of a City Official who is under eighteen (18) years old and who the City Official is entitled to claim as a dependent on that City Official's Federal tax returns.

6. "Gift" – Any payment, benefit, or item of value received without equal or greater consideration in return.

C. Ticket and Pass Policy

1. Application of Policy.

   a) This Policy applies only to a ticket provided by the City to, or at the behest of, City Officials.
   b) This Policy does not apply to:
      i. Tickets provided to a City Official by an outside source to an event at which the Official performs a ceremonial role or function on behalf of the City;
      ii. Tickets provided to an Official by sources other than the City.
      iii. Tickets for which the Official pays the City the value of the ticket within 30 days of receipt of the ticket.

2. Receiving Tickets and Passes.

   When any City Official, City employee or department receives tickets intended for City use, the ticket must be forwarded immediately to the City Manager or designee for processing. The City Manager will make all determinations for use of tickets in accordance with §18944.1 and this Policy. The following information must be provided to the City Manager: (1) Source of ticket or pass and (2) Stated purpose of the donation (if any).

3. Ticket Distribution.

   a) The City may distribute tickets to City Officials under the following conditions:
      i. The City Official treats the tickets as income consistent with applicable state and federal income tax laws; or
      ii. The City Official uses, or directs, the tickets to be used for one or more of the following public purposes:
         1) Promotion of the City as a good place to live, work, do business or recreate;
         2) Recognition of exceptional City employees and community leaders for their contributions to the well-being of the City;
         3) Support of local, and locally active, non-profit organizations, and their programs, which are dedicated to charitable, educational, cultural and social service activities;
         4) Promotion of local and regional businesses, economic development and tourism activities within the City;
         5) Marketing of City-controlled or sponsored events, activities or programs;
         6) Attendance at events sponsored by other governmental agencies, industry groups and non-profit organizations for the purpose of meeting and conferring

with other governmental officials or business representatives regarding issues of interest to, or affecting, the City;
7) Information-gathering and education regarding matters of local, regional- or state-wide concern that affect the City;
8) Recognition of residents or local businesses, governmental agencies or community service organizations for providing services or benefits to the City, its residents or businesses;
9) Promotion of City programs, resources or facilities available for public use;
10) Exchange programs with foreign officials or dignitaries;
11) Employment retention, recognition or appreciation; or
12) Attendance of one member of the City Official's immediate family or one guest to accompany the Official to any of the above events.

b) Tickets will be distributed by the Ticket Distribution Coordinator in accordance with this policy.

4. Prohibition Against Disproportionate Use.

The TDC is responsible for ensuring tickets under this Policy are available to all City Officials, regardless of status or department. Tickets must not be distributed disproportionately for use by a member of the City Council or an advisory body, the City Manager, the City Attorney, or a Department head.

5. Prohibition Against Transfer.

A City Official who receives a ticket pursuant to this Policy is prohibited from transferring or selling the ticket to any other person, except to a member of the Official's immediate family for the family member's personal use or to no more than one guest solely for their attendance at the event.

D. Gift Policy

1. Application of Policy.

This Policy does not apply to gifts received by individual City Officials for personal use. For gifts received by individual City Officials for personal use, please consult with the City Attorney's Office.

2. Receiving Gifts.

When any City Official, City employee or department receives gifts intended for City use, the item must be forwarded immediately to the City Manager or designee for processing. The City Manager will make all determinations for use of items in accordance with §18944 and this Policy.

3. Gifts To The City.

a) Gifts that are consumable or usable on work premises may be accepted by a City Official, provided the item remains in the workplace and is made available for the shared benefit of all City staff in that location.

b) Non-consumable gifts with a fair market value of less than $100.00 may not be kept by an individual City Official. These gifts must be returned to the donor or used for the following: (1) Employee program, (2) Door prize at a City-sponsored event, or (3) Donation to a community organization.
c) Gifts with a fair market value of $100.00 or more, whether they are consumable or not, are to be given to the "City of Livermore" as a whole, not to a specific City Official or department. The City Official who received or becomes aware of such a gift must complete Form 801 and file it with the City Clerk with a copy to their department head.
d) Except for consumable items under $100.00 in value, the City Manager determines how the gift is to be distributed.

4. Gifts of Travel.

a) Travel-related gifts may not exceed City reimbursement rates. Excess amounts must be treated as personal reportable gifts. Form 801 is required for all travel-related gifts to the City.
b) Gifts of travel may not be utilized by members of the City Council, members of the Planning Commission, the City Manager, or the City Attorney (Officials listed in Government Code Section 87200) and the City Manager's designee may not designate themselves as the office to use the gift of travel.

E. City Manager Duties

1. The City Manager, or their designee, shall be responsible for implementing this Policy.
2. The City Manager is designated as the "Agency Head" for purposes of ensuring posting of FPPC Forms 801 and 802.
3. In the event that the City Manager desires to obtain a ticket for their use, the City Council authorizes the City Manager to exercise the City's discretion in determining whether the City Manager's use of tickets is in accordance with this Policy.

F. Disclosure and Review Requirements

1. This Policy shall be posted on the City's website.

2. The City Clerk is responsible for posting all required FPPC forms and ensuring compliance with the law and regulations. Within 30 days of distributing tickets pursuant to this Policy, the City Clerk shall complete FPPC Forms 801 and 802 and post the completed forms on the City's website.

3. These procedures shall be reviewed every two years by the AR Manager and updated as needed to maintain compliance with State law and City policy.

Attachments:

California Forms 801 and 802

Payment to Agency Report

A Public Document

PAYMENT TO AGENCY REPORT

California Form 801

For Official Use Only

Date Stamp

1. Agency Name

Division, Department, or Region (if applicable)

Street Address

Area Code/Phone Number | **Email**

Agency Contact (name and title)

☐ **Amendment** (explain in comment section)

Date of Original Filing: _____ (month, day, year)

2. Donor Name and Address

☐ Individual _____ (Last Name) _____ (First Name) ☐ Other _____ (Name)

_____ (Address) _____ (City) _____ (State) _____ (Zip Code)

If "Other" is marked, describe the entity's business activity (if business) or its nature and interests.

→ If applicable, identify the name of each source and the amount(s) received by the donor for this payment:

_____ (Name) $_____ (Amount) _____ (Name) $_____ (Amount)

3. Payment Information (Complete Sections 3.1 (a or b), 3.2, 3.3)

3.1 (a) Travel Payment

_____ (Location of Travel) _____ (Dates (month, day, year))

_____ (Transportation Provider) ☐ Rail ☐ Air ☐ Bus ☐ Auto ☐ Other (Check Applicable Boxes) _____ (Name of Lodging Facility)

$_____ (Lodging Expenses) $_____ (Meal Expenses) $_____ (Transportation Expenses) $_____ (Other Expenses) $_____ (Total Expenses)

3.1 (b) Payment(s) not related to travel:

_____ (Dates (month, day, year)) $ _____ (Total Expenses)

3.2. Payment Description. Provide a specific description of the payment and its agency purpose and use.

3.3. Identify the officials who used the payment in Section 3.1 (See instructions)

_____ (Last Name) _____ (First Name) _____ (Position/Title) _____ (Department/Division)

_____ (Last Name) _____ (First Name) _____ (Position/Title) _____ (Department/Division)

4. Verification

I authorized the acceptance of the reported payment(s) as in compliance with FPPC regulations.

_____ (Signature) _____ (Print Name) _____ (Title) _____ (month, day, year)

Comment:

(Use this space or an attachment for any additional information)

Clear Page Print Form

Payment to Agency Report Instructions

A Public Document

California Form 801

This form is used to report certain payments received by state and local government agencies. It includes:

- a payment for an official's travel expenses for the purpose of facilitating the public's business in lieu of a payment using agency funds; and
- a payment that would otherwise be considered a gift or income to the benefiting official, but is instead accepted on behalf of the agency.

FPPC Regulations 18944 and 18950.1 provide a procedure that state and local agencies may use to disclose payments used for agency purposes and paid by a third party. The regulations' reporting procedures provide an alternative means to disclose a payment that may otherwise be considered income or a gift to a benefitting employee and subject to reporting on a Statement of Economic Interest, Form 700.

When and Where to File

An agency accepting a payment pursuant to Regulation 18944 and 18950.1 must complete Form 801 for each payment received regardless of the amount. The form must be maintained as a public document. If payments aggregate $2,500 or more in a calendar quarter, website posting is required.

Website Posting:

State Agencies
Within 30 days after the end of a calendar quarter if aggregated reported payments, for travel and non-travel purposes, total $2,500 or more:

- the agency must post the reports (or a report summary) on the agency website; and
- forward the information to the FPPC which will also post the information.

Local Agencies
The website posting rules differ for travel and non-travel payments.

Travel
Within 30 days after the end of a calendar quarter if aggregated reported payments total $2,500 or more:

- the agency must post the reports (or a report summary) on the agency website; and
- forward the information to the FPPC.

Payments Not Related to Travel
The agency's filing officer for Statement of Economic Interests, Form 700, must receive the report. Within 30 days after the end of a calendar quarter if aggregated reported payments total $2,500 or more, the local agency must post the information on the local agency website. A report is not sent to the FPPC unless the agency does not have a website.

Postings must be displayed in a prominent manner and easily accessible. Reports may be posted earlier.

FPPC: Statements should be emailed to form801@fppc.ca.gov. Statements may also be mailed to 1102 Q Street, Suite 3050, Sacramento, CA 95811 or faxed to (916) 322-3711.

Part 1. Agency Identification
List the agency's name and address and the name of an agency contact. Mark the amendment box if changing any information on a previously filed form and include the date of the original filing.

Part 2. Donor Information
Disclose the name and address of the donor. If the donor is not an individual, identify the business activity or nature and interests of the entity.

If the donor received funds from other sources that were used in connection with the payment, disclose the name and payment information for each source.

Part 3. Payment Information
Expenses may be rounded to whole dollars.

Section 3.1.a. Itemize travel payments including departure and return dates. Complete all fields, use "n/a" appropriately. Total the expenses for items such as taxi rides, gratuities, and rental cars in the "other" field and describe in the comments section.

Section 3.1.b. Report agency payments that are not travel related.

Section 3.2. Description

All payments must include a specific description of the use of the payment and the intended purpose for agency business. For example, a travel payment may read: Travel to attend an EPA co-sponsored solar energy seminar in Washington D.C.

Section 3.3. Identify Officials
Travel Payments: The name of the position/title and department of each official who used the payment is required. List the official's name if he/she is an elected or appointed official. It is not required to list the names of other officials, rather insert "n/a." Do not leave blank.

Non-Travel Payments: The name, position/title and department of the agency official who used the payment must be identified. All officials' names are required.

Part 4. Verification

Verification of travel payments must be signed by an authorized agency official. Such individuals are those who have the authority to approve similar travel payments when made with agency funds.

Verification of non-travel payments must be signed by the agency head.

Agency Report of: Ceremonial Role Events and Ticket/Pass Distributions

California Form 802

For Official Use Only

Date Stamp

1. Agency Name

Division, Department, or Region *(if applicable)*

Designated Agency Contact *(Name, Title)*

Area Code/Phone Number | **E-mail**

☐ **Amendment** *(Must Provide Explanation in Part 3.)*

Date of Original Filing: _____ *(month, day, year)*

2. Function or Event Information

Does the agency have a ticket policy? Yes ☐ No ☐ Face Value of Each Ticket/Pass $ _____

Event Description: _____ *Provide Title/ Explanation* Date(s) ___ ___ ___ ___ ___ ___

Ticket(s)/Pass(es) provided by agency? Yes ☐ No ☐ If no: _____ *Name of Source*

Was ticket distribution made at the behest of agency official? Yes ☐ No ☐ If yes: _____ *Official's Name (Last, First)*

3. Recipients

• Use Section A to identify the agency's department or unit. • Use Section B to identify an individual. • Use Section C to identify an outside organization.

A. Name of Agency, Department or Unit	Number of Ticket(s)/ Passes	Describe the public purpose made pursuant to the agency's policy

B. Name of Individual *(Last, First)*	Number of Ticket(s)/ Passes	Identify one of the following:
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*

C. Name of Outside Organization (include address and description)	Number of Ticket(s)/ Passes	Describe the public purpose made pursuant to the agency's policy

4. Verification

I have read and understand FPPC Regulations 18944.1 and 18942. I have verified that the distribution set forth above, is in accordance with the requirements.

Signature of Agency Head or Designee | Print Name | Title | *(month, day, year)*

Comment: _____

Print Clear

Agency Report of: Ceremonial Role Events and Ticket/Pass Distributions Continuation Sheet

California Form **802**

A Public Document

Agency Name

3. Recipients

•Use Section A to identify the agency's department or unit. •Use Section B to identify an individual. •Use Section C to identify an outside organization.

A. Name of Agency, Department or Unit	Number of Ticket(s)/ Passes	Describe the public purpose made pursuant to the agency's policy

B. Name of Individual *(Last, First)*	Number of Ticket(s)/ Passes	Identify one of the following:
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*

C. Name of Outside Organization (include address and description)	Number of Ticket(s)/ Passes	Describe the public purpose made pursuant to the agency's policy

Print Clear

Agency Report of: Ceremonial Role Events and Ticket/Pass Distributions

California Form 802

A Public Document

This form is for use by all state and local government agencies. The form identifies persons that receive admission tickets and passes and describes the public purpose for the distribution. This form was prepared by the Fair Political Practices Commission (FPPC) and is available at www.fppc.ca.gov.

General Information

FPPC Regulation 18944.1 sets out the circumstances under which an agency's distribution of tickets to entertainment events, sporting events, and like occasions would not result in a gift to individuals that attend the function. In general, the agency must adopt a policy which identifies the public purpose served in distributing the admissions. The Form 802 serves to detail each event and the public purpose of each ticket distribution. FPPC Regulation 18942 lists exceptions to reportable gifts, including ceremonial events, when listed on this form.

When the regulation procedures are followed, persons, organizations, or agencies who receive admissions are listed on a Form 802. Agency officials do not report the admissions on the official's Statement of Economic Interests, Form 700, and the value of the admission is not subject to the gift limit.

The Form 802 also informs the public as to whether the admissions were made at the behest of an agency official and whether the behested tickets were provided to an organization or to specific individuals.

Exception

FPPC This form is not required for admission provided to a school or university district official, coach, athletic director, or employee to attend an amateur event performed by students of that school or university.

Reporting and Public Posting

Ticket Distribution Policies: An agency must post its ticket policy on its website within 30 days of adoption or amendment and e-mail a link of the website location to FPPC at form802@fppc.ca.gov.

Form 802: The use of the ticket or pass under the policy must be reported on Form 802 and posted on the agency's website within 45 days of distribution. A link to the website location of the forms must be e-mailed to FPPC at form802@fppc.ca.gov.

The FPPC will post on its website the link to each agency's policy and completed forms. It is not necessary to send an e-mail each time a new Form 802 is posted. It is only necessary to submit the link if the posting location changes.

This form must be maintained as a public document.

Privacy Information Notice

Information requested by the FPPC is used to administer and enforce the Political Reform Act. Failure to provide information may be a violation subject to administrative, criminal, or civil penalties. All reports are public records available for inspection and reproduction. Direct questions to FPPC's General Counsel.

Instructions

Part 1. Agency Identification:
List the agency's name. Provide a designated agency contact person, their phone number, and e-mail address. Mark the amendment box if changing any information on a previously filed form and include the date of the original filing.

Part 2. Function or Event Information:
Confirm that your agency has a policy for ticket distribution. Unless the ceremonial role or income box in Part 3, Section B, is marked, this form is only applicable if your agency has a policy.

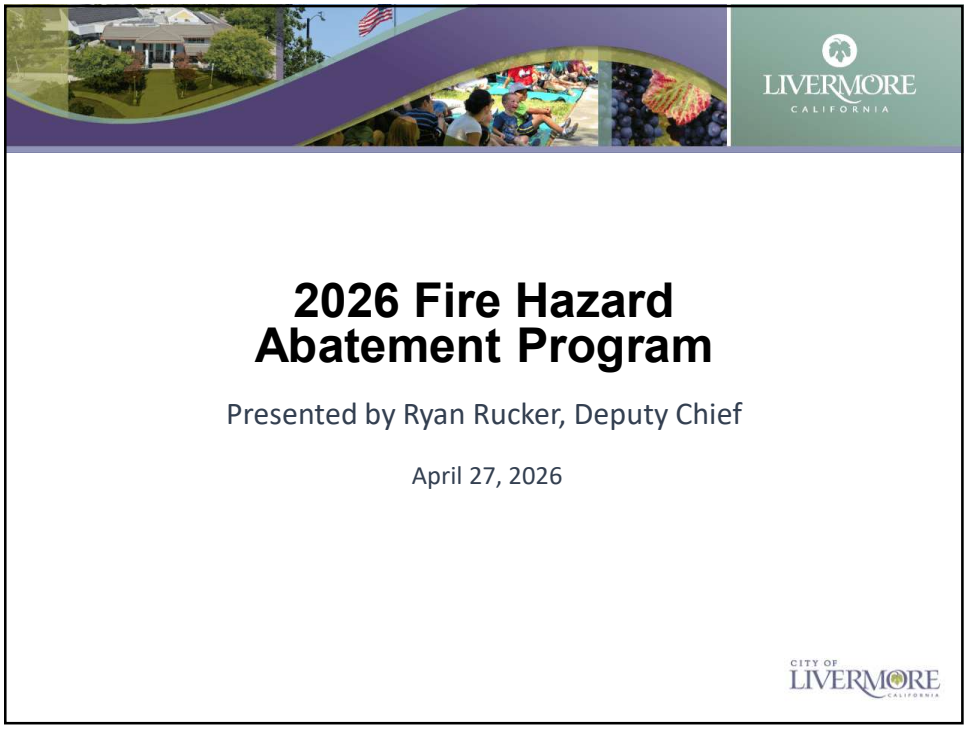
Complete all of the other required fields that identify the ticket value, description of event, date(s) and whether the ticket was provided by the agency or an outside source. If an agency official behests the tickets, the official's name is also required. Use the comment field or an attachment to explain in full.

Part 3. Ticket Recipients:
This part identifies who uses the tickets. The identification requirements vary depending upon who received the tickets and are categorized into three sections. Each section must list the number of tickets received. Use the comment field or an attachment to explain in full.

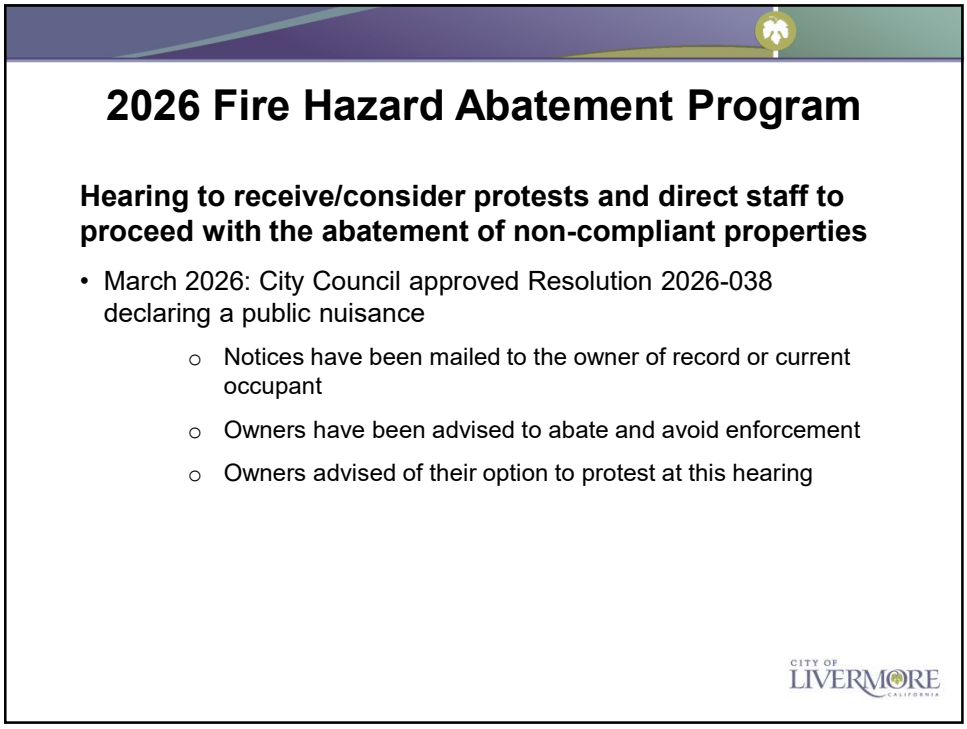
Section A. Report tickets distributed to agency staff, other than an elected official or governing board member, pursuant to the agency's policy. It is not necessary to list each employee's name, but identify the unit/department for which the employee works. The agency must describe the public purpose associated with the ticket distribution. A reference to the policy is permissible.

Section B. Report: 1) any agency official who performs a ceremonial role; 2) any agency official who reports the value as income; or 3) tickets used by elected officials and governing board members (including those distributed pursuant to the agency's policy).

Section C. Report tickets provided to an organization. The organization's name, an address (website url is permissible), and a brief description of the public purpose are required.


LIVERMORE
CALIFORNIA
2026 Fire Hazard Abatement Program
Presented by Ryan Rucker, Deputy Chief
April 27, 2026
CITY OF LIVERMORE

1


2026 Fire Hazard Abatement Program
Hearing to receive/consider protests and direct staff to proceed with the abatement of non-compliant properties
• March 2026: City Council approved Resolution 2026-038 declaring a public nuisance
○ Notices have been mailed to the owner of record or current occupant
○ Owners have been advised to abate and avoid enforcement
○ Owners advised of their option to protest at this hearing
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2026 Fire Hazard Abatement Program

Recommendation

- Staff recommends that the City Council overrule objections to the proposed abatement
    - Adopt the attached resolution ordering a contractor to abate
- Inspectors will survey all parcels listed for compliance
    - Those not compliant by May 31, 2026, will be abated

CITY OF LIVERMORE CALIFORNIA

3



Public Hearing to Receive Information Regarding the City's Job Vacancies, Recruitment, and Retention Efforts in Accordance with Assembly Bill 2561, and as required by Government Code section 3502.3

April 27, 2026

Presented by:
Kristen Hilton, Human Resources Manager

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1

Background

Assembly Bill 2561 mandates public agencies to:

- Track job vacancies by bargaining unit.
- Present vacancy information and status of recruitment and retention efforts at a public hearing at least once per year.
  - Present additional information if the vacancy rate in a bargaining unit is at least 20% and allow recognized employee organizations to make presentations at the hearing.
- Present any necessary changes to policies, procedures, and recruitment activities that may prevent obstacles in the hiring process.

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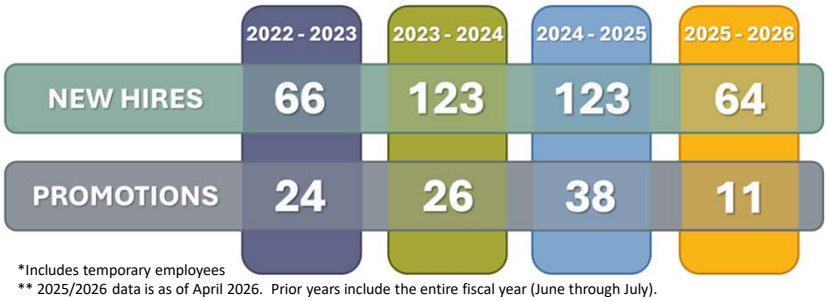
Vacancy Rates

Bargaining Unit	Vacancy Rate 2024	Vacancy Rate 2025
Association of Livermore Employees (ALE)	13%	15%
Livermore Management Group (LMG)	13%	8%
Police Officers' Association (POA)	11%	12%
Police Management Association	11%	0%
Unrepresented (Management Confidential, Confidential, Executive Management)	9%	3%
Citywide	12%	12%

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Hire and Promotion Activity



*Includes temporary employees
** 2025/2026 data is as of April 2026. Prior years include the entire fiscal year (June through July).

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Recruitment / Retention Enhancements

- Streamlined Hiring Process
- Competitive Compensation
- Formal Onboarding Program
- Employee Training and Development Opportunities
- Flexible Work Options

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Recommended Action

- Receive the presentation for information purposes only as required by AB 2561.

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6



Livermore Valley Wine Heritage District Renewal Public Meeting

April 27, 2026

Presented by:

Theresa de la Vega, Management Analyst II

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1

Background

- Livermore Valley Wine Heritage District was established (2021) in accordance with the state law.
- End date of the current district: June 30, 2026.
- Petition drive to renew the district met state law requirements.
- Council adopted a Resolution of Intent to Renew starting the renewal process.



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2

Renewal Process

Date	Process
March 9, 2026	Council adopted the Resolution of Intent to Renew declaring petition drive has succeeded and initializing renewal process.
March 10, 2026	Written notices were mailed out to assessed winery businesses.
April 27, 2026	Public Meeting to allow public testimony and comment. No Council action required.
June 8, 2026	Final Public Hearing. Council may adopt the final Resolution of Renewal if majority protest does not occur.

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3

Recommended Action

- Staff recommends City Council receive public comment on the proposed renewal.
- No further Council Action is required.

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4



City Attorney Contract Amendment

April 27, 2026

Presented by Tina Olson, Administrative Services Director

CITY OF LIVERMORE

1

City Attorney's Contract Amendment

- City Attorney's existing contract provides for a 6% salary increase and an additional $3,000 annually in deferred compensation contribution after City Council completes a 6-month performance review.
- City Council conducted the City Attorney's 6-month performance evaluation on April 13th
- City Council recommends the City Attorney receive a 6% salary increase and an additional $3,000 annually in deferred compensation contributions.

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2

City Attorney's Contract Amendment

Staff recommends City Council adopt a resolution approving an amendment to the City Attorney contract effective May 4, 2026.

CITY OF LIVERMORE CALIFORNIA

3

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Mayor Marchand	4/14/2026	Livermore Chamber of Commerce	Ribbon cutting	Welcomed ECOLAB to Livermore.
Mayor Marchand	4/14/2026	Scouting America	Meeting	Met with Troop 950 Webelos and talked about Livermore history and governance.
Mayor Marchand	4/15/2026	Livermore Chamber of Commerce	Mixer	Networked with Livermore businesses.
Mayor Marchand	4/15/2026	City of Livermore Police Department	Scam awareness presentation.	Spoke at and attended program.
Mayor Marchand	4/16/2026	City of Livermore	TV30 Mayor's Report	Took a job shadow to the taping and provided an update on City activities.
Mayor Marchand	4/16/2026	Livermore Chamber of Commerce	Ribbon cutting	Welcomed DJ's mobile bar to Livermore.
Mayor Marchand	4/16/2026	UNCLE Credit Union	Meeting	Attended Annual Dinner meeting
Mayor Marchand	4/17/2026	QUEST Science Center	Science Fair Opening reception	Participated in the reception.
Mayor Marchand	4/17/2026	Tri-Valley Haven	Reception/Dinner	Attended and spoke during the program.
Mayor Marchand	4/21/2026	Jackson Avenue School	Reading program	Read to a class during Abilities Awareness week.
Mayor Marchand	4/22/2026	Chamber of Commerce	Monthly Board meeting	Approved financials and provided an update on City activities.
Mayor Marchand	4/22/2026	Vision Recycling	Tour	Toured the composting facility on Earth Day.
Mayor Marchand	4/22/2026	Livermore Chamber of Commerce	Ribbon cutting	Welcomed Livermore Embroidery
Mayor Marchand	4/22/2026	Day Break Labs	Quarterly Board meeting	Approved financials and heard Executive Director's report.
Mayor Marchand	4/22/2026	City of Livermore	Birthday celebration	Presented a certificate recognizing Mildred Briles 105th birthday.
Mayor Marchand	4/23/2026	Local Agency Formation Commission	Interviews	Conducted interviews for the Public member.
Mayor Marchand	4/23/2026	Alameda County Transportation Commission	Award presentation	Presented the Platinum Sneaker Award to Christensen Middle School.
Mayor Marchand	4/23/2026	Alameda County Transportation Commission	Commission Meeting	Approved Ramp Intersection Safety Plan Contract Award.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Vice Mayor Wang	4/16/2026	State Senator Jerry McNerney	Ribbon cutting for Tri-Valley District Office	Joined Senate District 5 elected officials, nonprofit leaders, and community members to celebrate the ribbon cutting for our State Senator
Vice Mayor Wang	4/17/2026	Tri-Valley Nonprofit Alliance (TVNPA)	"Justice On the Table" Seminar	Presentations and discussions with Alameda County Food Bank and Tri-Valley nonprofit leaders on building long-term solutions to hunger in the East Bay
Vice Mayor Wang	4/17/2026	Quest Science Center	VIP reception for Tri-Valley Innovation Fair	Celebration with Quest Science leadership and community supporters
Vice Mayor Wang	4/17/2026	Tri-Valley Haven	Annual gala	Fundraiser and celebration with elected officials and supporters of Tri-Valley Haven
Vice Mayor Wang	4/17/2026	Bankhead Livermore Valley Arts	Faith Alpher Performance	Celebration of her 20 years in comedy with audience on stage at Bankhead Theater
Vice Mayor Wang	4/18/2026	Korean American Parents Association (KPA)	Korean Cultural Festival	Performances, games, displays, and food celebrating the culture of Korea
Vice Mayor Wang	4/20/2026	Tri-Valley Transportation Council	Quarterly Board Meeting	Approved Tri-Valley Transportation Development Fee (TVTDF) CCI Adjustment for FY2027 and the 2025 audit. Approved Finance Subcommittee recommendation to temporarily pause project funding allocations, in response to slower pace of TVTDF revenue collection. At each quarterly meeting, the Board will reevaluate whether to continue the pause or to begin accepting and approving funding requests.
Vice Mayor Wang	4/22/2026	Vision Recycling	Facility tour	See the process of transforming green waste and wood debris into compost, mulch, and wood chips
Vice Mayor Wang	4/22/2026	Livermore Valley Chamber of Commerce	Ribbon cutting	Celebration of new Chamber Member, Livermore Embroidery
Vice Mayor Wang	4/22/2026	City of Livermore	Arbor Day tree planting	Annual tree planting dedicated to Livermore second graders

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Council Member Barrientos	4/15/2026	Ava Community Energy	Board meeting	Made appointments to the CAC board
Council Member Barrientos	4/22/2026	Joint meeting of the Stop Waste and WMA boards.	Board meeting	Overview of the Stop Waste Board budget
Council Member Barrientos	4/25/2026	City of Livermore	School activities	35 vendors ages 5 to 14 from Tracy, Mountain House, San Jose and Livermore offering 3D manufactured toys, knitted penguins and home made treats for sale of course. This event was to promote entrepreneurial aspirations of young children
Council Member Barrientos	5/2/2026	City of Livermore	Entrepreneurship at a young age	35 vendors displayed their products at Altamont Creek Elementary. They offered 3D generated toys, knitted penguins to home made cookies and brownies

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type
Council Member Branning	4/14/2026	Sunflower Hill	Guest server for Sidetrack fundraiser
Council Member Branning	4/14/2026	Livermore Rotary	Presenting about Isabel Neighborhood at weekly meeting
Council Member Branning	4/15/2026	Livermore Chamber of Commerce	Rodeo Chamber Mixer
Council Member Branning	4/16/2026	UNCLE Credit Union	Annual board meeting
Council Member Branning	4/16/2026	CalCities	East Bay Division board call
Council Member Branning	4/17/2026	Tri-Valley Non-Profit Alliance	Justice on the Table forum
Council Member Branning	4/18/2026	Quest Science Center	Innovation Fair
Council Member Branning	4/18/2026	Korean-American Parents Association (KPA)	Korean Cultural Festival
Council Member Branning	4/21/2026	Livermore Downtown Inc.	Board meeting
Council Member Branning	4/27/2026	Livermore Amador Valley Transit Authority	Projects and services committee

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Council Member Dunbar	4/14/2026	Livermore Chamber	Ribbon Cutting for ECOLAB TriValley Branch	
Council Member Dunbar	4/15/2026	Livermore Chamber of Commerce / Livermore Stockmen's Rodeo Association	Chamber Mixer	Learning basic line dancing to add to the repertoire.
Council Member Dunbar	4/17/2026	Quest Science Center	Innovation Fair Reception	
Council Member Dunbar	4/18/2026	Tri Valley Korean Parents' Association (KPA)	Korean Cultural Festival	Nearly won a board game, tried different sweets and teas, read student-created boards with information about culture, history, food, sports, and traditions.
Council Member Dunbar	4/18/2026	Quest Science Center	Innovation Fair	Strolled the booths, talked with high schoolers about heat mapping, showed off the Gillig bus
Council Member Dunbar	4/18/2026	Quest Science Center	Tri-Valley Innovation Fair	Tabled with Asian Pacific American Public Affairs Association (APAPA), Tri-Valley Chapter, and TV4BL in a presentation of BIPOC scientists and innovators
Council Member Dunbar	4/19/2026	Livermore Art Association	Spring Art Show	At the Bothwell
Council Member Dunbar	4/21/2026	Jackson Avenue Elementary PTO	Abilities Awareness Reading	Read "Six Dots" (a story about Louis Braille) to 4th grade class.
Council Member Dunbar	4/22/2026	California Bicycle Coalition	Biannual Conference	
Council Member Dunbar	4/23/2026	State Senator Jerry McNerney	Dublin Office Opening	